



## **AGENDA**

### **GARDNER CITY COUNCIL**

City Hall – 120 East Main Street -- Gardner, Kansas  
Monday, August 2, 2021, 7:00 p.m.

*\*If you wish to provide written public comment regarding any items below by email, please provide them by noon on August 2, 2021 to [cityclerk@gardnerkansas.gov](mailto:cityclerk@gardnerkansas.gov). The meeting will be open to the public \**

*\*Watch this meeting live on the City's YouTube channel at <https://www.youtube.com/user/CityofGardnerKS> \**

#### **CALL TO ORDER**

#### **PLEDGE OF ALLEGIANCE**

#### **PRESENTATIONS**

1. 2021 Gardner Fireworks Survey Results

#### **PUBLIC HEARINGS**

#### **PUBLIC COMMENTS**

Members of the public are welcome to use this time to make comments about City matters or items on the agenda that are not part of a public hearing

#### **CONSENT AGENDA**

1. Standing approval of the minutes as written for the regular meeting on July 19, 2021
2. Standing approval of City expenditures prepared July 16, 2021 in the amount of \$919,367.05; July 16, 2021 in the amount of \$7,899.42; and July 23, 2021 in the amount of \$1,095,961.20.
3. Consider authorizing the purchase of a laptop and accessories
4. Consider authorizing the execution of a contract with Ford Hall Company for Kill Creek WRRF Clarifier Improvements
5. Consider a funding request from the Southwest Johnson County Economic Development Corporation for a portion of a marketing campaign

#### **PLANNING & ZONING CONSENT AGENDA**

#### **COMMITTEE RECOMMENDATIONS**

#### **OLD BUSINESS**

#### **NEW BUSINESS**

1. Consider adopting an ordinance authorizing the issuance and delivery of \$4,710,000 principal amount of General Obligation Refunding and Improvement Bonds, Series 2021A, of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal and interest on the bonds as they become due
2. Consider adopting a resolution prescribing the form and details of and authorizing the delivery of \$4,710,000 principal amount of General Obligation Refunding and Improvement Bonds, Series 2021A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City
3. Consider adopting an ordinance authorizing the issuance and delivery of \$2,185,000 principal amount of General Obligation Bonds, Series 2021B (taxable under Federal law), of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal and interest on the bonds as they become due
4. Consider adopting a resolution prescribing the form and details of and authorizing the delivery of \$2,185,000 principal amount of General Obligation Bonds, Series 2021B (taxable under Federal law), of the City of Gardner, Kansas, previously authorized by an ordinance of the City
5. Consider adopting a resolution approving the 2022-2026 County Assistance Road System Program

#### **COUNCIL UPDATES – Oral presentation unless otherwise noted**

#### **EXECUTIVE SESSION**

1. Consider entering into executive session to discuss matters of attorney-client privilege related to proposed development projects

#### **ADJOURNMENT**



In compliance with the Americans with Disabilities Act, the City of Gardner will provide reasonable accommodations for all public meetings. Persons requiring accommodations in attending any of our public meetings should contact the City Clerk's Office at 913-856-0945 a minimum of 48 hours prior to the meeting.

## **COUNCIL ACTION FORM**

## **PRESENTATION ITEM NO. 1**

**MEETING DATE:**     **AUGUST 2, 2021**

**STAFF CONTACT:**   **AMY NASTA, DEPUTY CITY ADMINISTRATOR**

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**Discussion Item:**     Results of the 2021 City of Gardner Fireworks Survey

**Department:**       Administration

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### **Background Information**

At the July 6, 2021 Gardner City Council meeting, the Governing Body requested that staff conduct a citizen survey regarding fireworks. The survey was hosted on SurveyMonkey from Friday, July 9, 2021, through Friday, July 23, 2021. Staff notified residents of the survey via the city website, social media, Constant Contact, and Text Caster.

The survey received 3,358 responses. Staff will provide the Governing Body with an analysis of the survey results.

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY  
CITY OF GARDNER, KANSAS**

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July 19, 2021

The City Council of the City of Gardner, Kansas met in regular session on July 19, 2021, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Steve Shute presiding. Present were Councilmembers Todd Winters, Mark Baldwin, Kacy Deaton, Randy Gregorcyk, and Tory Roberts. City staff present were City Administrator James Pruetting; Deputy City Administrator Amy Nasta; Finance Director Matthew Wolff; Police Chief James Belcher; Utilities Director Gonzalo Garcia; Parks and Recreation Director Jason Bruce; Community Development Director David Knopick; City Engineer Tim McEldowney; City Attorney Ryan Denk; and City Clerk Sharon Rose. Others present included those listed on the sign-in sheet and others who did not sign in.

**CALL TO ORDER**

There being a quorum of Councilmembers present, Mayor Shute called the meeting to order at 7:00 p.m.

**PLEDGE OF ALLEGIANCE**

Mayor Shute led those present in the Pledge of Allegiance.

**PRESENTATIONS**

**1. 2021-2022 Revised Budget**

Finance Director Matt Wolff summarized the budget calendar. He noted at the June 21 meeting, the governing body provided guidance to notify the county of the intent to maintain or exceed the revenue neutral rate (RNR). Staff asked for informal consensus, but based on new guidance, they need an official action with a motion. The purpose of stating the mill levy now is so that the public can be informed before it is set and can attend the public hearing in September. Wolff provided a summary of new position requests, reclassifications and promotions. The budget also establishes a merit pool of 3%. Staff requested a Vehicle & Equipment Replacement Fund (VERF). The 2021 revised budget and 2022 budget includes placeholders for funding this program. Staff will develop the program to bring to council for approval prior to spending the funds. It doesn't include the Electric utility or Police Department. In June, they received new valuation estimates from county. It indicates a 7% increase for the city. Under the flat mill levy scenario, keeping it the same as last year, the valuation increase would raise property tax on the average single-family home by \$3.26 a month and would generate \$342,000 in additional property tax for. This would be shared across the general fund and the bond & interest fund. A flat mill levy would start with a fund balance of 38%, but ends at the target fund balance of 30% in 2025. With the RNR, the fund balance drops more quickly, ending at 24% in 2025. The fund balance projections include personnel requests and funding for VERF. The current mill rate is 20.665. The RNR would be 19.278. The value of a mill is approximately \$247,000.

**PUBLIC HEARINGS**

**1. Hold a public hearing to consider an amended redevelopment project plan for a redevelopment district within the City (Main Street Market Place Redevelopment District, Project Area 1)**

Councilmember Baldwin made a motion to open a public hearing for the purpose of receiving public comments on the consideration of an amended redevelopment project plan for a redevelopment district within the City (Main Street Market Place Redevelopment District, Project Area 1)

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

Bond Counsel Tyler Ellsworth, Kutak Rock, said the new Freddy's being developed near Price Chopper is on two separate tax parcels. One tax parcel is in the TIF district and TIF Project Area 1, and the other parcel is outside the district project area. At the June 7 meeting, they completed the process of including the second parcel into the TIF district. Tonight they are holding a public hearing and will consider an ordinance amending the TIF project plan to include the second parcel. This will allow convenient administration of the TIF and ensure the property tax increment of both parcels can be used to reimburse TIF-eligible costs.

Councilmember Baldwin made a motion to close the public hearing.

Councilmember Winters Seconded.

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With all of the Councilmembers voting in favor of the motion, the motion carried.

**2. Hold a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during the Johnson County Fair**

Councilmember Deaton made a motion to open a public hearing for the purpose of receiving public comments to a request for a Waiver of the Distance Limitation to allow for the sale and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during the Johnson County Fair.

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

Danny Burling, 37900 W. 183rd, Edgerton, is with the Johnson County Fair Board and is here for any questions.

Councilmember Deaton made a motion to close the public hearing.

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

**PUBLIC COMMENTS**

Andy Bowne, 17204 Melrose St., Overland Park, came to introduce himself. He serves as president of the Johnson County Community College, beginning just over a year ago. He came to introduce himself and provide an update on the community college. Mr. Bowne shared statistical information about the numbers and types of students and programs they support. This past year, most courses were an online format. There were limited in-person classes, like trades and arts. Moving forward in the fall, they will be more than 50% in-person to serve the students seeking in-person instruction, but they will offer an online environment as an option as well. On June 1, they reopened the Nerman Museum of Contemporary Art. The Midwest Trust Center has also reopened. Summer camps are in session. Tuition remains \$94 per credit hour for Johnson County residents and \$112 for students outside Johnson County. Governor signed the Kansas Promise Scholarship, providing last dollar support for students in high-demand, high wage fields. While it's been a challenging year for all, they appreciate the support and happy to serve Johnson County.

Jason Camis, Gardner Chamber of Commerce, noted JCCC is a great partner with the business community. This Wednesday, there will be an airshow wrap-up meeting. He asked if council had any feedback. They spent locally, shopped locally, which is good for the community. The fair parade is coming up soon. The Chamber annual dinner is at the end of august. Business has been good, and businesses are doing well. The biggest challenge is hiring staff. There is a fundamental shift in work, and the business community will find new ways of operating. He was at the golf course, and business was great. There is discussion of opening 18, so he wanted to share that.

Jennifer Smith, 648 S. Oak, thanked the utilities and communications staff regarding last week's blackout. They kept everyone informed the best they could.

**CONSENT AGENDA**

- 1. Standing approval of the minutes as written for the regular meeting on July 6, 2021**
- 2. Standing approval of City expenditures prepared June 29, 2021 in the amount of \$1,635.79; July 2, 2021 in the amount of \$1,058,289.76; and July 9, 2021 in the amount of \$304,920.42**
- 3. Consider authorizing the execution of a design services agreement for the 167<sup>th</sup> Street (Center Street to Moonlight Road) improvements project**

Councilmember Deaton made a motion to approve the Consent Agenda.

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Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

**PLANNING & ZONING CONSENT AGENDA**

**COMMITTEE RECOMMENDATIONS**

**OLD BUSINESS**

**NEW BUSINESS**

- 1. Consider an ordinance approving and adopting a second amended redevelopment project plan for a redevelopment district in the City of Gardner, Kansas (Main Street Market Place Redevelopment District, Project Area 1)**

Finance Director Matt Wolff said the purpose of the amendment is to expand the Main Street Market Place TIF Project Plan Area 1 boundaries to include the entirety of the Freddy's property.

Councilmember Baldwin made a motion to adopt an ordinance approving and adopting a second amended redevelopment project plan for a redevelopment district in the City of Gardner, Kansas (Main Street Market Place Redevelopment District, Project Area 1), and amending Ordinance Nos. 2602 and 2685 of the City.

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2711.

|            |         |
|------------|---------|
| Deaton:    | Yes     |
| Winters:   | Abstain |
| Gregorcyk: | Yes     |
| Roberts:   | Yes     |
| Baldwin:   | Yes     |

- 2. Consider a request for a Waiver of the Distance Limitation and a "General Retailer" Special Event permit to allow for the sale of cereal malt beverages for consumption within 200 feet of a school, church, or library during the Johnson County Fair**

City Clerk Sharon Rose said this is a housekeeping item pertaining to a public hearing held earlier in the meeting to allow for beer sales at the Johnson County Fair, July 27-July 31, 2021 from 4pm-12am.

Councilmember Gregorcyk asked for confirmation that the Police and Sheriff's Departments will be at the fair. Chief Belcher confirmed.

Councilmember Gregorcyk made a motion to approve a request for a Waiver of the Distance Limitation and a General Retailer Special Event temporary permit to allow for the sale and consumption of Cereal Malt Beverages within 200 feet of a school, church or library during the Johnson County Fair to be held July 27-August 1, 2021 at the Johnson County Fairgrounds, 136 E. Washington St.

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

- 3. Consider adopting a resolution of the City of Gardner, Kansas, regarding the Governing Body's intent to levy a property tax exceeding the revenue neutral rate (RNR)**

Finance Director Matt Wolff said the League of Kansas Municipalities provided guidance that if the governing body intends to exceed the RNR, it take an official action in the form of a motion or resolution. The proposed resolution declares the City Council's intent to exceed the RNR of 19.278 mills with a proposed mill rate to be determined by

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the governing body. Staff recommends the current mill rate of 20.665. It also sets a public hearing regarding the intention to exceed the RNR for September 7, 2021, at 7:00 p.m., to be held at City Hall, and directs the City Clerk to provide this resolution to the Johnson County Clerk as notice of the City's proposed intent to exceed the RNR.

Councilmember Winters noted the last time they discussed the intent was to keep it the same or raise it and asked if that changed. Director Wolff said this doesn't adopt anything now. It's suggesting a proposed rate, and the public will have an opportunity to comment. The mill will be set when they formally adopt the final budget. City Attorney Denk recommends passing the resolution at the top mill rate, but it may be less when the budget is passed. This action tonight is setting the public hearing and notifying the public they may set the mill levy at this rate.

Councilmember Gregorcyk said homeowners would see an increase of \$3.26 each month, based on what house valuation. Director Wolff said the average house is \$245,000. Gregorcyk said one mill is \$247,000. If they raised it 1.38 mills, it would generate \$342,000, and with current spending, they would exceed. Mayor Shute said they aren't increasing the mill; it would stay the same as this year. Gregorcyk clarified the mill stays flat, but the cost of the mill increases. Shute confirmed. Gregorcyk said they are giving money to redevelopment, but not citizens. Shute said they didn't give Freddy's any money; they are forgoing revenue increases. Wolff noted if they go down to the RNR, there is no exception for abatements. They would be redirecting existing revenues to developments and away from the general fund. If they can't capture new revenue sources from new development, they need commercial.

Winters asked about numbers on raising the mill .75 and what it would do in outlying years. Wolff said staff can work up models, but it will affect future years. Winters said the expenses presented are justified, but consider cuts on the rate and still keep city solvent. There's more development and sales tax revenue coming. Gregorcyk said the idea behind commercial development is to offset the burden on homeowners, but they are increasing the mill to the homeowner by \$3.26 per month. Shute said that's why they have been in favor of bringing commercial to the city. Commercial lowers the tax burden on everyone, especially residents. There is a dollar amount required for city operations, and there is a staff element. Cutting would impact some budget requests. They spent down reserves in recent years. A year ago, there was concern about budget numbers if revenues fell short.

Councilmember Baldwin said staff needs direction. If they do nothing extra, what does that do to the reserves, regardless of the mills? They have no interest in raising mills, but they can't meet the budget requests unless they do. Director Wolff clarified the statement about increasing mills; the current discussion is above the RNR. Gregorcyk suggested options for modeling including raising it above RNR, keep it as is, and reducing from the RNR by 1.5. Shute said staff presented a high and a medium, but not low. Pruetting said it would drop the target fund balance below 20% in outlying years. Wolff said bond-rating agencies recommend a target fund balance of 30%. Staff can model specific scenarios, like lowering it half or one mill. If they choose the RNR, they have a 24% fund balance in 5 years. If they hold a flat mill levy, they are at 30% in 5 years. Anything between the RNR and flat will be between 24-30%. They can adjust the fund balance by taking out some of the budget requests. Gregorcyk suggests modeling high and medium and disregard the low. Roberts said the low would be too dangerous for the fund balance. Deaton said they may consider pay increases to keep good employees, as discussed for lifeguards. If they need to make changes to be adequately staffed, she wants to ensure there's enough. Shute said the fund balance is an important contingency for unanticipated expenses.

Mayor Shute said the resolution informs the public. City Attorney Denk said they need to include the mill they are considering. He confirmed there is consensus that the current flat levy would be the maximum. Shute confirmed. Wolff said it's 20.665. Baldwin talked about guidance for models. Pruetting said staff has guidance and can show several options.

Councilmember Winters made a motion to adopt a resolution of the City of Gardner, Kansas regarding the Governing Body's intent to levy a property tax exceeding the Revenue Neutral Rate

Councilmember Gregorcyk Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2088.

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|            |     |
|------------|-----|
| Winters:   | Yes |
| Gregorcyk: | Yes |
| Roberts:   | Yes |
| Baldwin:   | Yes |
| Deaton:    | Yes |

**COUNCIL UPDATES**

Deputy Administrator Nasta reported the fireworks survey has generated 3100 responses, and will be open until Friday.

Finance Director Wolff said they will start building the draft budget based on the current mill levy, knowing that future direction will come from council if they need to make cuts.

City Clerk Rose said there are five candidates for the CPAC position and asked the interview team to provide times they can conduct interviews. Mayor Shute asked who is on the interview team. Rose said it was Mayor Shute, Council President Winters, and Councilmember Deaton. Shute asked if anyone wanted to change the composition, but there was no interest.

Police Chief Belcher said they have an air show debrief on Wednesday.

Utilities Director Garcia provided updates on Grata. He said the water main along Clare Rd is expected to be done by the end of the month. The force main will be done by the end of the month, and then they will begin the lift station. They have installed 14 power poles. Mayor Shute said staff did a good job working with Evergy to get the power back on last week. Gregorcyk echoed Shute's comments. The way they handled it was appreciated.

Parks Director Bruce said summer sports are ending, but tournaments continue through October. Staff is preparing for fall sports. Staff is discussing talent for next Independence Day. Bruce addressed an email about snow removal. Prior to 2000, Parks removed snow for some downtown businesses. Parks is responsible for city hall parking lot and sidewalks, Cornerstone and assists Public Works. Other cities require business owners to remove snow from their adjacent sidewalks. They are changing to get consistency with snow removal. Roberts noted that other businesses don't get this treatment, but they have done it for 21 years. Hearing it from the city may have been better than through the chamber. Deputy Administrator Nasta noted the 2016 snow removal ordinance. The ordinance began as a recommendation from the ADA committee. It was created to address concerns about snow removal in the downtown area. Committee and council meeting minutes indicate the ordinance focused on timely removal specifically in the downtown area and downtown businesses. One change was the addition of GMC 12.40.015, which states the city will not remove any ice or snow accumulation from any private property. Mayor Shute said part of that was the inconsistency. Roberts said they passed it in 2016, but continued doing it. Nasta said a possible reason was they didn't want to enforce in the middle of winter, and then the staff member who championed it resigned after the ordinance passed. Shute was ex-officio, and people were not shoveling because they thought the city was doing it, so they needed consistent application. Now there is opportunity to notify before winter. Winters understands the practical issue, but they've done this for 21 years. Some small businesses have small budgets. He supports one more year to give them a budget cycle to plan accordingly. They could form a downtown coalition for snow removal. Bruce spoke with the chamber about that. Roberts asked where they put it when they remove it. Pruetting said they put it in a parking spot temporarily, and then street crews remove it. The city's liability insurance provider recommends the city not do it, because they take on liability. Winters supports waiting one more year. Roberts also supports that. The passed the ordinance and then continued 4 more years. Gregorcyk supports extending it a year, and asked what it costs each year. They can calculate it and the businesses can pay the city for the service. Baldwin said there is precedence, but it's a bad precedence. They said they were stopping and didn't stop. They can't cover with the city's insurance; the businesses would be additionally insured. Gregorcyk said employees are already covered. Baldwin said other businesses would want that service. The city contracts out Justice Center snow removal. City employees should be doing that before working for a private business. Shute said parks staff supplementing Public Works shows where priorities are. The road network is increasing, but staff is not. Deaton said they don't do it for citizens or most other businesses. There is time to plan. It's a bad precedent and the city has liability the longer they

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continue. Shute noted a split consensus. Attorney Denk said Gregorcyk has an office in the affected area. Gregorcyk abstained from consensus. Shute noted the ordinance in 2016 is for consistency. They can work with the chamber and businesses on options. Winters said in bulk it might be cheaper. Jason Camis sent the email because the chamber maintains a database and they don't give the information to be respectful of the businesses. Not all businesses downtown are in the chamber. There are logistics concerns. If it's in a parking space, how quickly will city remove it? A day is fine, but longer hurts the business. He will work with businesses. With the Destination Downtown plan, they need to think about these issues. It would add more foot traffic downtown. Sidewalks are property owner responsibility, but what about the city fixing crumbling sidewalks. How do they improve beautification? Shute noted sidewalk maintenance is property owner responsibility, unless they are public sidewalks around city hall. There is a fund for infrastructure improvements for local businesses. Camis work on communication back to the business owners about resources available. Gregorcyk asked what to do with the ordinance. Pruetting said it's an operational item; the ordinance is in place. Bruce will work with the chamber to communicate where to place the snow. Sam Boyajian, 440 Skylark Circle, is concerned about liability. It's city property; if someone is injured, who do they sue? The city did this for 25 years and now they want business owners to maintain city property. How is it enforced? Baldwin said the codes enforcement officer would provide notice to remove in 48 hours. Shute said developers install sidewalks in neighborhoods; it's not city property. It's owned by subdivision or citizens. The jurisdiction has always been the responsibility of homeowner or business owner. Boyajian asked who is legally liable. Denk said adjacent property owner has the obligation to maintain sidewalks according to Kansas statutes. Shute said all maintenance falls to property owner. Boyajian said property owners can do what they want with it. Director Knopick said only within city code. Denk said right-of-way is not outright ownership. The city has an interest in constructing streets, allowing infrastructure, but the property owner retains a residual property interest. Boyajian asked why they brought this up now. Shute said inconsistent application of the ordinance.

Communications Manager Marshall-Oquendo noted the Hillsdale Plant Expansion ribbon cutting is on August 5.

Community Development Director Knopick said there is an EDAC meeting on Wednesday, 6pm at the Justice Center to discuss the Destination Downtown plan. Planning Commission is Monday at 7pm.

City Engineer McEldowney said the contractor on the Madison/Moonlight project is having issues with supply chain with controllers for the signals, and the project is delayed until October. Mayor Shute noted the signals at Cedar Niles and 56 should be online soon. McEldowney said that is waiting on materials as well. Shute noted the I-35 project is closing northbound on-ramp to I-35. McEldowney said it should be a two-day closure.

City Administrator Pruetting said the joint task force with Spring Hill and Edgerton on commercial truck traffic will meet next month.

Gregorcyk asked if there will be a post-event on the power outage? Garcia said the substation that failed is a single breaker. Staff contacted Evergy about making improvements. Gregorcyk expressed interest in the air show meetings. Is the air show confirmed next year? Pruetting said the air show next year over Labor Day is confirmed. They are likely to host in 2023, but beyond that is unknown.

Councilmember Deaton thanked the electric department for getting the power back on. She thanked the Communications Manager for keeping everyone informed.

Councilmember Baldwin thanked the electric department.

Mayor Shute said the utilities and communications staff did good work. There are a lot of things happening around the city, so keep that in mind as people travel.

**EXECUTIVE SESSION**

**ADJOURNMENT**

There being no further business to come before the Council, on a motion duly made by Councilmember Deaton and seconded by Councilmember Baldwin the meeting adjourned at 8:37 p.m.

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City Clerk

PROGRAM: GM339L

AS OF: 07/16/2021

PAYMENT DATE: 07/16/2021

CITY OF GARDNER

| VEND NO    | SEQ# | VENDOR NAME                      |      |     |            |                    |                         |          | EFT, EPAY OR |
|------------|------|----------------------------------|------|-----|------------|--------------------|-------------------------|----------|--------------|
| INVOICE    |      | VOUCHER                          | P.O. | BNK | CHECK/DUE  | ACCOUNT            | ITEM                    | CHECK    | HAND-ISSUED  |
| NO         |      | NO                               | NO   |     | DATE       | NO                 | DESCRIPTION             | AMOUNT   | AMOUNT       |
| 0005123    | 00   | AAMA SECURITY PROTECTION         |      |     |            |                    |                         |          |              |
| 001        |      | 003635                           |      | 00  | 07/16/2021 | 001-6110-461.54-51 | 4TH OF JULY SECURITY    | EFT:     | 3,168.00     |
|            |      |                                  |      |     |            |                    | VENDOR TOTAL *          | .00      | 3,168.00     |
| 0004340    | 00   | ALL CITY MANAGEMENT SERVICES INC |      |     |            |                    |                         |          |              |
| 71241      |      | 003511                           |      | 00  | 07/16/2021 | 001-2110-421.31-15 | CROSSING GUARD CONTRACT | EFT:     | 1,764.64     |
|            |      |                                  |      |     |            |                    | VENDOR TOTAL *          | .00      | 1,764.64     |
| 0000029    | 00   | ALTEC INDUSTRIES, INC.           |      |     |            |                    |                         |          |              |
| 50795378   |      | 003512                           |      | 00  | 07/16/2021 | 501-4130-441.43-05 | HOSE REPAIR             | EFT:     | 334.45       |
|            |      |                                  |      |     |            |                    | VENDOR TOTAL *          | .00      | 334.45       |
| 0005073    | 00   | AMERICAN MESSAGING SERVICES      |      |     |            |                    |                         |          |              |
| E1400027VG |      | 003640                           |      | 00  | 07/16/2021 | 001-3120-431.40-03 | MONTHLY BILLING         | EFT:     | 10.30        |
| E1400027VG |      | 003638                           |      | 00  | 07/16/2021 | 521-4220-442.40-03 | MONTHLY BILLING         | EFT:     | 28.71        |
| E1400027VG |      | 003636                           |      | 00  | 07/16/2021 | 521-4230-442.40-03 | MONTHLY BILLING         | EFT:     | 7.30         |
| E1400027VG |      | 003639                           |      | 00  | 07/16/2021 | 531-4320-443.40-03 | MONTHLY BILLING         | EFT:     | 33.60        |
| E1400027VG |      | 003637                           |      | 00  | 07/16/2021 | 531-4330-443.40-03 | MONTHLY BILLING         | EFT:     | 7.30         |
|            |      |                                  |      |     |            |                    | VENDOR TOTAL *          | .00      | 87.21        |
| 0001986    | 00   | ANIXTER, INC.                    |      |     |            |                    |                         |          |              |
| 4958775-02 |      | 003513                           |      | 00  | 07/16/2021 | 501-4130-441.52-31 | SECONDARY BLOCKS        | EFT:     | 768.51       |
| 4983520-01 |      | 003514                           |      | 00  | 07/16/2021 | 501-4130-441.52-31 | CONNECTORS              | EFT:     | 81.01        |
| 4993988-00 |      | 003515                           |      | 00  | 07/16/2021 | 501-4130-441.52-31 | TRANSFORMER PADMOUNT    | EFT:     | 3,081.72     |
| 4994608-00 |      | 003516                           |      | 00  | 07/16/2021 | 501-4130-441.52-31 | TRANSFORMER PADMOUNT    | EFT:     | 3,081.72     |
| 4996561-00 |      | 003517                           |      | 00  | 07/16/2021 | 501-4130-441.52-31 | ELBOWS                  | EFT:     | 1,547.01     |
|            |      |                                  |      |     |            |                    | VENDOR TOTAL *          | .00      | 8,559.97     |
| 0004876    | 00   | ARTHUR GALLAGHER RISK MANAGEMENT |      |     |            |                    |                         |          |              |
| 3898060    |      | 003518                           |      | 00  | 07/16/2021 | 601-1230-412.45-02 | AIRPORT LIABILITY FUEL  | EFT:     | 338.00       |
| 3919204    |      | 003519                           |      | 00  | 07/16/2021 | 601-1230-412.45-02 | EDORSEMENT EXTENSION    | EFT:     | 1,627.00     |
|            |      |                                  |      |     |            |                    | VENDOR TOTAL *          | .00      | 1,965.00     |
| 0004860    | 00   | AT&T MOBILITY                    |      |     |            |                    |                         |          |              |
| 07082021   |      | 003520                           |      | 00  | 07/16/2021 | 001-2110-421.40-03 | MONTHLY BILLING         | 1,862.78 |              |
|            |      |                                  |      |     |            |                    | VENDOR TOTAL *          | 1,862.78 |              |
| 0099999    | 00   | BALL, DEBBIE                     |      |     |            |                    |                         |          |              |
| 000066617  |      | UT                               |      | 00  | 07/14/2021 | 501-0000-229.00-00 | FINAL BILL REFUND       | 64.09    |              |
|            |      |                                  |      |     |            |                    | VENDOR TOTAL *          | 64.09    |              |
| 0001405    | 00   | BEST LAWN CARE                   |      |     |            |                    |                         |          |              |
| GEC043021  |      | 003521                           |      | 00  | 07/16/2021 | 501-4110-441.31-15 | MOWING                  | EFT:     | 1,480.00     |
| GEC053121  |      | 003522                           |      | 00  | 07/16/2021 | 501-4110-441.31-15 | MOWING                  | EFT:     | 1,210.00     |
|            |      |                                  |      |     |            |                    | VENDOR TOTAL *          | .00      | 2,690.00     |
| 0004864    | 00   | BETSY PHILIPP DESIGN             |      |     |            |                    |                         |          |              |
| 5          |      | 003523                           |      | 00  | 07/16/2021 | 001-6110-461.54-51 | MARKETING ITEMS         | EFT:     | 600.00       |
|            |      |                                  |      |     |            |                    | VENDOR TOTAL *          | .00      | 600.00       |
| 0001773    | 00   | BHC RHODES                       |      |     |            |                    |                         |          |              |

PROGRAM: GM339L

AS OF: 07/16/2021

PAYMENT DATE: 07/16/2021

CITY OF GARDNER

| VEND NO    | SEQ# | VENDOR NAME                        |        |     |            |                    |                         |           | EFT, EPAY OR |
|------------|------|------------------------------------|--------|-----|------------|--------------------|-------------------------|-----------|--------------|
| INVOICE    |      | VOUCHER                            | P.O.   | BNK | CHECK/DUE  | ACCOUNT            | ITEM                    | CHECK     | HAND-ISSUED  |
| NO         |      | NO                                 | NO     |     | DATE       | NO                 | DESCRIPTION             | AMOUNT    | AMOUNT       |
| 0001773    | 00   | BHC RHODES                         |        |     |            |                    |                         |           |              |
| 39397      |      | PI0388                             | 007392 | 00  | 06/21/2021 | 403-3130-431.62-02 | INSTALLATION            | EFT:      | 40.58        |
| 39397      |      | PI0392                             | 007663 | 00  | 06/21/2021 | 403-3130-431.62-02 | SANITARY SEWER          | EFT:      | 941.82       |
|            |      |                                    |        |     |            |                    | VENDOR TOTAL *          | .00       | 982.40       |
| 0002847    | 00   | BLACK HILLS ENERGY                 |        |     |            |                    |                         |           |              |
| 07092021   |      | 003524                             |        | 00  | 07/16/2021 | 501-4120-441.31-15 | MONTHLY BILLING         | EFT:      | 2,668.84     |
|            |      |                                    |        |     |            |                    | VENDOR TOTAL *          | .00       | 2,668.84     |
| 0000347    | 00   | BURNS & MCDONNELL                  |        |     |            |                    |                         |           |              |
| 104290-32  |      | PI0394                             | 007260 | 00  | 07/12/2021 | 130-3130-431.62-04 | AMENDMENT 2             | EFT:      | 79,590.43    |
|            |      |                                    |        |     |            |                    | VENDOR TOTAL *          | .00       | 79,590.43    |
| 0004628    | 00   | CALGON CARBON CORPORATION          |        |     |            |                    |                         |           |              |
| 90124588   |      | PI0402                             | 007586 | 00  | 06/30/2021 | 521-4220-442.52-13 | CARBON                  | EFT:      | 16,082.40    |
| 90124588   |      | PI0403                             | 007709 | 00  | 06/30/2021 | 521-4220-442.52-13 | CARBON                  | EFT:      | 20,991.00    |
|            |      |                                    |        |     |            |                    | VENDOR TOTAL *          | .00       | 37,073.40    |
| 0003080    | 00   | CATES HEATING & AIR COND SVC INC   |        |     |            |                    |                         |           |              |
| 11063849   |      | 003641                             |        | 00  | 07/16/2021 | 501-4110-441.43-02 | A/C REPAIR              | EFT:      | 1,280.00     |
| 11063068   |      | 003658                             |        | 00  | 07/16/2021 | 603-3150-431.31-15 | A/C REPAIR              | EFT:      | 747.19       |
|            |      |                                    |        |     |            |                    | VENDOR TOTAL *          | .00       | 2,027.19     |
| 0003532    | 00   | CBIZ BENEFITS & INSURANCE SVCS INC |        |     |            |                    |                         |           |              |
| 54816      |      | PI0399                             | 007707 | 00  | 07/01/2021 | 001-1140-411.31-15 | QTRLY CONSULTING SVCS   | EFT:      | 8,000.00     |
|            |      |                                    |        |     |            |                    | VENDOR TOTAL *          | .00       | 8,000.00     |
| 0000001    | 00   | CENTURYLINK                        |        |     |            |                    |                         |           |              |
| 313696625  | 0721 | 003527                             |        | 00  | 07/16/2021 | 001-3116-431.40-03 | MONTHLY BILLING         |           | 21.08        |
| 313696625  | 0721 | 003528                             |        | 00  | 07/16/2021 | 001-3120-431.40-03 | MONTHLY BILLING         |           | 39.15        |
| 313680665  | 0721 | 003526                             |        | 00  | 07/16/2021 | 001-6120-461.40-03 | MONTHLY BILLING         |           | 65.65        |
| 313014430  | 0721 | 003525                             |        | 00  | 07/16/2021 | 521-4220-442.40-03 | MONTHLY BILLING         |           | 350.07       |
|            |      |                                    |        |     |            |                    | VENDOR TOTAL *          | 475.95    |              |
| 0000429    | 00   | CINTAS FIRE PROTECTION             |        |     |            |                    |                         |           |              |
| 5067768928 |      | 003529                             |        | 00  | 07/16/2021 | 521-4220-442.31-15 | MONTHLY BILLING         | EFT:      | 97.78        |
|            |      |                                    |        |     |            |                    | VENDOR TOTAL *          | .00       | 97.78        |
| 0001643    | 00   | CITY OF EDGERTON                   |        |     |            |                    |                         |           |              |
| JUN-21     |      | 003530                             |        | 00  | 07/16/2021 | 531-4320-443.31-15 | TREATMENT OF WASTEWATER |           | 20,820.24    |
|            |      |                                    |        |     |            |                    | VENDOR TOTAL *          | 20,820.24 |              |
| 0001201    | 00   | COMMERCIAL AQUATIC SERVICES, INC   |        |     |            |                    |                         |           |              |
| 40603-1    |      | 003531                             |        | 00  | 07/16/2021 | 001-6130-461.43-01 | POOL REHAB              | EFT:      | 482.55       |
| 40668-1    |      | 003532                             |        | 00  | 07/16/2021 | 001-6130-461.52-13 | POOL CHEMICALS          | EFT:      | 2,941.32     |
|            |      |                                    |        |     |            |                    | VENDOR TOTAL *          | .00       | 3,423.87     |
| 0000072    | 00   | CONSTRUCTION MATERIALS, INC.       |        |     |            |                    |                         |           |              |
| 14628      |      | 003533                             |        | 00  | 07/16/2021 | 521-4230-442.52-12 | CONCRETE MIX            | EFT:      | 206.83       |
| 14641      |      | 003534                             |        | 00  | 07/16/2021 | 521-4230-442.52-12 | CONCRETE MIX            | EFT:      | 47.40        |

| VEND NO      | SEQ#       | VENDOR NAME                  |      |            |            |                    |                          |           | EFT, EPAY OR |
|--------------|------------|------------------------------|------|------------|------------|--------------------|--------------------------|-----------|--------------|
| INVOICE      |            | VOUCHER                      | P.O. | BNK        | CHECK/DUE  | ACCOUNT            | ITEM                     | CHECK     | HAND-ISSUED  |
| NO           |            | NO                           | NO   |            | DATE       | NO                 | DESCRIPTION              | AMOUNT    | AMOUNT       |
| 0000072      | 00         | CONSTRUCTION MATERIALS, INC. |      |            |            |                    |                          |           |              |
| 14665        |            | 003642                       |      | 00         | 07/16/2021 | 531-4330-443.52-12 | CONCRETE                 | EFT:      | 68.94        |
|              |            |                              |      |            |            |                    | VENDOR TOTAL *           | .00       | 323.17       |
| 0000288      | 00         | CROFT TRAILER SUPPLY, INC.   |      |            |            |                    |                          |           |              |
| 478345       |            | 003535                       |      | 00         | 07/16/2021 | 001-6130-461.43-02 | TRAILER REPAIR           | EFT:      | 13.00        |
|              |            |                              |      |            |            |                    | VENDOR TOTAL *           | .00       | 13.00        |
| 0000601      | 00         | CUSTOM METAL & FABRICATION   |      |            |            |                    |                          |           |              |
| 29111        |            | 003536                       |      | 00         | 07/16/2021 | 001-6120-461.52-01 | GENERAL SUPPLIES         | EFT:      | 53.40        |
|              |            |                              |      |            |            |                    | VENDOR TOTAL *           | .00       | 53.40        |
| 0003716      | 00         | DATAPROSE                    |      |            |            |                    |                          |           |              |
| DP2102382    |            | 003537                       |      | 00         | 07/16/2021 | 604-1320-413.31-15 | MONTHLY BILLING          | EFT:      | 6,108.99     |
|              |            |                              |      |            |            |                    | VENDOR TOTAL *           | .00       | 6,108.99     |
| 0001557      | 00         | DATCO, INC                   |      |            |            |                    |                          |           |              |
| 212274       |            | 003538                       |      | 00         | 07/16/2021 | 001-2120-421.53-02 | BALL CAP - MARSHALL      | 19.00     |              |
|              |            |                              |      |            |            |                    | VENDOR TOTAL *           | 19.00     |              |
| 0000517      | 00         | DELL MARKETING L.P.          |      |            |            |                    |                          |           |              |
| 10502934313  |            | 003643                       |      | 00         | 07/16/2021 | 602-1340-413.47-05 | ACROBAT PRO SUBSCRIPTION | 453.78    |              |
|              |            |                              |      |            |            |                    | VENDOR TOTAL *           | 453.78    |              |
| 0002738      | 00         | DITCH WITCH PLATNIUM CARD    |      |            |            |                    |                          |           |              |
| 06282021     |            | 003539                       |      | 00         | 07/16/2021 | 501-4130-441.52-04 | SUPPLIES                 | 4,446.13  |              |
|              |            |                              |      |            |            |                    | VENDOR TOTAL *           | 4,446.13  |              |
| 0003481      | 00         | DPC INDUSTRIES INC           |      |            |            |                    |                          |           |              |
| 817001553-21 |            | PI0389 007585                | 00   | 06/22/2021 |            | 521-4220-442.52-13 | CHLORINE                 | EFT:      | 738.00       |
| 817001674-21 |            | PI0390 007585                | 00   | 06/29/2021 |            | 521-4220-442.52-13 | CHLORINE                 | EFT:      | 738.00       |
| 817001675-21 |            | PI0391 007587                | 00   | 06/30/2021 |            | 521-4220-442.52-13 | AMMONIUM SULFATE         | EFT:      | 1,140.00     |
|              |            |                              |      |            |            |                    | VENDOR TOTAL *           | .00       | 2,616.00     |
| 0002511      | 00         | ENRIGHT LAWNS, INC           |      |            |            |                    |                          |           |              |
| 24225        |            | 003541                       |      | 00         | 07/16/2021 | 001-2110-421.47-56 | ABATEMENT MOWING         | EFT:      | 85.00        |
| 24226        |            | 003542                       |      | 00         | 07/16/2021 | 001-2110-421.47-56 | ABATEMENT MOWING         | EFT:      | 170.00       |
| 24219        |            | 003540                       |      | 00         | 07/16/2021 | 001-6120-461.31-15 | MOWING                   | EFT:      | 3,375.00     |
|              |            |                              |      |            |            |                    | VENDOR TOTAL *           | .00       | 3,630.00     |
| 0004946      | 00         | EVERGY                       |      |            |            |                    |                          |           |              |
| 9279570154   | 0721003543 |                              |      | 00         | 07/16/2021 | 521-4220-442.40-05 | MONTHLY BILLING          | 7,931.81  |              |
| 2424383255   | 0721003544 |                              |      | 00         | 07/16/2021 | 521-4220-442.40-05 | MONTHLY BILLING          | 16,991.05 |              |
|              |            |                              |      |            |            |                    | VENDOR TOTAL *           | 24,922.86 |              |
| 0002956      | 00         | FASTENAL CO.                 |      |            |            |                    |                          |           |              |
| KSKA3144034  |            | 003644                       |      | 00         | 07/16/2021 | 501-4120-441.52-12 | HARDWARE                 | EFT:      | 21.89        |
| KSKA3144047  |            | 003645                       |      | 00         | 07/16/2021 | 501-4120-441.52-12 | HARDWARE                 | EFT:      | 8.75         |
| KSKA3144049  |            | 003646                       |      | 00         | 07/16/2021 | 501-4130-441.52-12 | SHOP SUPPLY              | EFT:      | 14.68        |
|              |            |                              |      |            |            |                    | VENDOR TOTAL *           | .00       | 45.32        |
| 0000086      | 00         | GALLS, LLC                   |      |            |            |                    |                          |           |              |

| VEND NO     | SEQ# | VENDOR NAME                    |      |            |            |                    |                       | EFT, EPAY OR  |
|-------------|------|--------------------------------|------|------------|------------|--------------------|-----------------------|---------------|
| INVOICE     |      | VOUCHER                        | P.O. | BNK        | CHECK/DUE  | ACCOUNT            | ITEM                  | HAND-ISSUED   |
| NO          |      | NO                             | NO   |            | DATE       | NO                 | DESCRIPTION           | AMOUNT        |
|             |      |                                |      |            |            |                    |                       | AMOUNT        |
| 0000086     | 00   | GALLS, LLC                     |      |            |            |                    |                       |               |
| 018761836   |      | 003545                         |      | 00         | 07/16/2021 | 001-2110-421.53-02 | PANTS - BELCHER       | EFT: 55.49    |
| 018771007   |      | 003546                         |      | 00         | 07/16/2021 | 001-2110-421.53-02 | BELT BUCKLE - BELCHER | EFT: 23.30    |
| 018796174   |      | 003547                         |      | 00         | 07/16/2021 | 001-2120-421.53-02 | NAME PANEL - ASHER    | EFT: 18.39    |
|             |      |                                |      |            |            |                    | VENDOR TOTAL *        | .00 97.18     |
| 0005089     | 00   | GOTTA-GO, LLC                  |      |            |            |                    |                       |               |
| 21643       |      | 003548                         |      | 00         | 07/16/2021 | 521-4220-442.31-15 | SEPTIC TANK PUMPING   | EFT: 400.00   |
|             |      |                                |      |            |            |                    | VENDOR TOTAL *        | .00 400.00    |
| 0000181     | 00   | GRAINGER                       |      |            |            |                    |                       |               |
| 9942835217  |      | 003549                         |      | 00         | 07/16/2021 | 521-4220-442.52-12 | THERMOSTAT GUARD      | EFT: 49.14    |
| 9945045384  |      | 003550                         |      | 00         | 07/16/2021 | 521-4220-442.52-12 | PRESSURE GAUGE        | EFT: 63.04    |
| 9947483815  |      | 003551                         |      | 00         | 07/16/2021 | 521-4220-442.52-12 | PARTS                 | EFT: 242.36   |
|             |      |                                |      |            |            |                    | VENDOR TOTAL *        | .00 354.54    |
| 0000013     | 00   | HACH COMPANY                   |      |            |            |                    |                       |               |
| 12523155    |      | 003552                         |      | 00         | 07/16/2021 | 521-4220-442.52-12 | WATER SAMPLERS        | EFT: 239.67   |
| 12530530    |      | 003553                         |      | 00         | 07/16/2021 | 521-4220-442.52-12 | WATER CORE SAMPLER    | EFT: 166.59   |
| 12530876    |      | 003647                         |      | 00         | 07/16/2021 | 531-4320-443.52-12 | LAB EQUIPMENT         | EFT: 1,533.45 |
|             |      |                                |      |            |            |                    | VENDOR TOTAL *        | .00 1,939.71  |
| 0002095     | 00   | HDR ENGINEERING, INC           |      |            |            |                    |                       |               |
| 1200359358  |      | PI0395 007570                  | 00   | 07/08/2021 |            | 001-3130-431.31-10 | ON CALL TRAFFIC       | EFT: 2,201.66 |
|             |      |                                |      |            |            |                    | VENDOR TOTAL *        | .00 2,201.66  |
| 0005084     | 00   | HG CONSULT, INC                |      |            |            |                    |                       |               |
| 20.009.04   |      | PI0396 007597                  | 00   | 07/06/2021 |            | 130-3130-431.62-07 | PROFESSIONAL SERVICES | EFT: 1,323.10 |
|             |      |                                |      |            |            |                    | VENDOR TOTAL *        | .00 1,323.10  |
| 0000463     | 00   | HOLIDAY CONTRACTING, INC.      |      |            |            |                    |                       |               |
| 07092021    | 415  | BL003554                       |      | 00         | 07/16/2021 | 521-4230-442.31-15 | SIDEWALK REPAIR       | EFT: 2,112.00 |
|             |      |                                |      |            |            |                    | VENDOR TOTAL *        | .00 2,112.00  |
| 0000481     | 00   | HOLLIDAY SAND AND GRAVEL       |      |            |            |                    |                       |               |
| 1500258364  |      | 003557                         |      | 00         | 07/16/2021 | 117-3120-431.43-06 | SPOILS                | EFT: 143.00   |
| 1500210369  |      | 003555                         |      | 00         | 07/16/2021 | 521-4230-442.52-12 | RUBLE FILL            | EFT: 178.75   |
| 1500210369  |      | 003556                         |      | 00         | 07/16/2021 | 531-4330-443.52-12 | RUBLE FILL            | EFT: 178.75   |
|             |      |                                |      |            |            |                    | VENDOR TOTAL *        | .00 500.50    |
| 0001536     | 00   | ICE-MASTERS, LLC               |      |            |            |                    |                       |               |
| 430342      |      | 003561                         |      | 00         | 07/16/2021 | 001-3120-431.44-02 | ICE MACHINE RENTAL    | EFT: 30.00    |
| 430341      |      | 003558                         |      | 00         | 07/16/2021 | 501-4130-441.44-02 | ICE MACHINE RENTAL    | EFT: 83.00    |
| 430342      |      | 003559                         |      | 00         | 07/16/2021 | 521-4230-442.44-02 | ICE MACHINE RENTAL    | EFT: 31.00    |
| 430342      |      | 003560                         |      | 00         | 07/16/2021 | 531-4330-443.44-02 | ICE MACHINE RENTAL    | EFT: 31.00    |
|             |      |                                |      |            |            |                    | VENDOR TOTAL *        | .00 175.00    |
| 0000274     | 00   | INDUSTRIAL SALES COMPANY, INC. |      |            |            |                    |                       |               |
| 1098447-000 |      | 003563                         |      | 00         | 07/16/2021 | 001-6120-461.52-01 | IRRIGATION REPAIR     | EFT: 953.66   |
| 1094265-000 |      | 003564                         |      | 00         | 07/16/2021 | 001-6120-461.52-01 | IRRIGATION REPAIR     | EFT: 938.66   |

| VEND NO        | SEQ# | VENDOR NAME                         |        |     |            |                    |                           |        | EFT, EPAY OR |
|----------------|------|-------------------------------------|--------|-----|------------|--------------------|---------------------------|--------|--------------|
| INVOICE        |      | VOUCHER                             | P.O.   | BNK | CHECK/DUE  | ACCOUNT            | ITEM                      | CHECK  | HAND-ISSUED  |
| NO             |      | NO                                  | NO     |     | DATE       | NO                 | DESCRIPTION               | AMOUNT | AMOUNT       |
| 0000274        | 00   | INDUSTRIAL SALES COMPANY, INC.      |        |     |            |                    |                           |        |              |
| 1097062-000    |      | 003562                              |        | 00  | 07/16/2021 | 001-6130-461.43-01 | POOL LEAK REPAIR          | EFT:   | 190.00       |
| VENDOR TOTAL * |      |                                     |        |     |            |                    |                           | .00    | 2,082.32     |
| 0004224        | 00   | INNOVATIVE CONCESSIONS ENTERPRISES  |        |     |            |                    |                           |        |              |
| KCSERV001013   |      | 003633                              |        | 00  | 07/16/2021 | 001-6130-461.52-15 | CONCESSION FOOD           | 984.00 |              |
| VENDOR TOTAL * |      |                                     |        |     |            |                    |                           | 984.00 |              |
| 0004633        | 00   | INTEGRITY LOCATING SERVICES, LLC    |        |     |            |                    |                           |        |              |
| 5313           |      | PI0404                              | 007711 | 00  | 07/10/2021 | 001-3120-431.31-15 | LOCATING SERVICE          | EFT:   | 2,389.00     |
| 5313           |      | PI0405                              | 007711 | 00  | 07/10/2021 | 501-4130-441.40-06 | LOCATING SERVICE          | EFT:   | 2,389.00     |
| 5313           |      | PI0406                              | 007711 | 00  | 07/10/2021 | 521-4230-442.40-06 | LOCATING SERVICE          | EFT:   | 2,389.00     |
| 5313           |      | PI0407                              | 007711 | 00  | 07/10/2021 | 531-4330-443.40-06 | LOCATING SERVICE          | EFT:   | 2,389.00     |
| VENDOR TOTAL * |      |                                     |        |     |            |                    |                           | .00    | 9,556.00     |
| 0003478        | 00   | JCPRD                               |        |     |            |                    |                           |        |              |
| R4724          |      | 003633                              |        | 00  | 07/16/2021 | 001-6110-461.52-15 | BASKETBALL CAMP & CLINIC  | 450.00 |              |
| VENDOR TOTAL * |      |                                     |        |     |            |                    |                           | 450.00 |              |
| 0002760        | 00   | KA-COMM, INC                        |        |     |            |                    |                           |        |              |
| 179983         |      | 003565                              |        | 00  | 07/16/2021 | 001-2120-421.43-05 | REPLACEMENT KEY FOBS      | EFT:   | 151.86       |
| VENDOR TOTAL * |      |                                     |        |     |            |                    |                           | .00    | 151.86       |
| 0004118        | 00   | KANSAS BUREAU OF INVESTIGATION      |        |     |            |                    |                           |        |              |
| K20-00275      |      | 003566                              |        | 00  | 07/16/2021 | 001-0000-207.10-30 | CASE# 097828              | 400.00 |              |
| K20-00517      |      | 003567                              |        | 00  | 07/16/2021 | 001-0000-207.10-30 | CASE# 096184              | 400.00 |              |
| VENDOR TOTAL * |      |                                     |        |     |            |                    |                           | 800.00 |              |
| 0000112        | 00   | KANSAS ONE-CALL SYSTEM, INC.        |        |     |            |                    |                           |        |              |
| 1060249        |      | 003571                              |        | 00  | 07/16/2021 | 001-3120-431.31-15 | STORMWATER LOCATING SVC   | EFT:   | 144.30       |
| 1060249        |      | 003568                              |        | 00  | 07/16/2021 | 501-4130-441.40-06 | ELECTRIC LOCATING SERVICE | EFT:   | 144.30       |
| 1060659        |      | 003572                              |        | 00  | 07/16/2021 | 501-4130-441.40-06 | LOCATES                   | EFT:   | 72.00        |
| 1060250        |      | 003648                              |        | 00  | 07/16/2021 | 501-4130-441.40-06 | LOCATES                   | EFT:   | 56.40        |
| 1060249        |      | 003569                              |        | 00  | 07/16/2021 | 521-4230-442.40-06 | WATERLINE LOCATING SVC    | EFT:   | 144.30       |
| 1060249        |      | 003570                              |        | 00  | 07/16/2021 | 531-4330-443.40-06 | SEWERLINE LOCATING SVC    | EFT:   | 144.30       |
| VENDOR TOTAL * |      |                                     |        |     |            |                    |                           | .00    | 705.60       |
| 0005121        | 00   | KANSAS TRAILER SALES & SERVICE, LLC |        |     |            |                    |                           |        |              |
| 3793           |      | 003573                              |        | 00  | 07/16/2021 | 501-4120-441.31-15 | SURFACE MANIFOLDS         | EFT:   | 1,696.86     |
| VENDOR TOTAL * |      |                                     |        |     |            |                    |                           | .00    | 1,696.86     |
| 0005003        | 00   | KC RUNNING COMPANY, LLC             |        |     |            |                    |                           |        |              |
| 07122021       |      | 003574                              |        | 00  | 07/16/2021 | 001-2120-421.52-20 | RACE SET UP               | EFT:   | 1,737.00     |
| VENDOR TOTAL * |      |                                     |        |     |            |                    |                           | .00    | 1,737.00     |
| 0000208        | 00   | KDHE - BUREAU OF WATER              |        |     |            |                    |                           |        |              |
| 18853 2021     |      | 003576                              |        | 00  | 07/16/2021 | 531-4320-443.46-02 | CERTIFICATION RENEWAL     | 20.00  |              |
| VENDOR TOTAL * |      |                                     |        |     |            |                    |                           | 20.00  |              |
| 0000492        | 00   | KDHE - DIV OF HLTH & ENV LABS       |        |     |            |                    |                           |        |              |

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| VEND NO               | SEQ# | VENDOR NAME                    |      |     |            |                    |                           | EFT, EPAY OR     |
|-----------------------|------|--------------------------------|------|-----|------------|--------------------|---------------------------|------------------|
| INVOICE               |      | VOUCHER                        | P.O. | BNK | CHECK/DUE  | ACCOUNT            | ITEM                      | HAND-ISSUED      |
| NO                    |      | NO                             | NO   |     | DATE       | NO                 | DESCRIPTION               | AMOUNT           |
|                       |      |                                |      |     |            |                    |                           |                  |
| 0000492               | 00   | KDHE - DIV OF HLTH & ENV LABS  |      |     |            |                    |                           |                  |
| 51400                 |      | 003575                         |      | 00  | 07/16/2021 | 521-4220-442.31-15 | DRINKING WATER ANALYSES   | EFT: 2,218.00    |
|                       |      |                                |      |     |            |                    | VENDOR TOTAL *            | .00 2,218.00     |
| 0000784               | 00   | KEY EQUIPMENT & SUPPLY CO      |      |     |            |                    |                           |                  |
| 264066                |      | 003577                         |      | 00  | 07/16/2021 | 001-3120-431.43-02 | GUTTER BROOMS             | EFT: 324.94      |
|                       |      |                                |      |     |            |                    | VENDOR TOTAL *            | .00 324.94       |
| 0001446               | 00   | KMEA EMP #1 OPERATING ACCT     |      |     |            |                    |                           |                  |
| EMP1-GD-2021-06003579 |      |                                |      | 00  | 07/16/2021 | 501-0000-351.13-00 | MONTHLY BILLING           | EFT: 373,666.62- |
| EMP1-GD-2021-06003578 |      |                                |      | 00  | 07/16/2021 | 501-4120-441.41-01 | MONTHLY BILLING           | EFT: 542,524.53  |
|                       |      |                                |      |     |            |                    | VENDOR TOTAL *            | .00 168,857.91   |
| 0001626               | 00   | KMEA GRDA OPERATING ACCT       |      |     |            |                    |                           |                  |
| GRDA-GD-21-08         |      | 003580                         |      | 00  | 07/16/2021 | 501-4120-441.41-01 | MONTHLY BILLING           | EFT: 329,619.00  |
|                       |      |                                |      |     |            |                    | VENDOR TOTAL *            | .00 329,619.00   |
| 0003399               | 00   | KMEA WAPA OPERATING FUND       |      |     |            |                    |                           |                  |
| WAPA-GA-21-07         |      | 003581                         |      | 00  | 07/16/2021 | 501-4120-441.41-01 | MONTHLY BILLING           | EFT: 7,776.52    |
|                       |      |                                |      |     |            |                    | VENDOR TOTAL *            | .00 7,776.52     |
| 0000805               | 00   | KMGA GAS SUPPLY OPERATING FUND |      |     |            |                    |                           |                  |
| KMGA-GA-LEGAL         |      | 003582                         |      | 00  | 07/16/2021 | 501-4120-441.41-50 | LEGAL FEES - STORM EVENT  | EFT: 13.92       |
|                       |      |                                |      |     |            |                    | VENDOR TOTAL *            | .00 13.92        |
| 0004769               | 00   | KRONOS SAASHR, INC             |      |     |            |                    |                           |                  |
| 11787534              |      | 003649                         |      | 00  | 07/16/2021 | 602-1340-413.47-05 | MONTHLY BILLING           | EFT: 2,587.34    |
|                       |      |                                |      |     |            |                    | VENDOR TOTAL *            | .00 2,587.34     |
| 0004949               | 00   | LEGAL RECORD, THE              |      |     |            |                    |                           |                  |
| L91693                |      | 003584                         |      | 00  | 07/16/2021 | 001-1150-411.47-01 | HEARING NOTICE            | EFT: 15.41       |
| L91694                |      | 003585                         |      | 00  | 07/16/2021 | 001-1150-411.47-01 | ORD SUMMARY               | EFT: 3.93        |
| L91713                |      | 003586                         |      | 00  | 07/16/2021 | 001-7110-471.47-01 | ADVERTISING/LEGAL NOTICE  | EFT: 11.48       |
| L91714                |      | 003587                         |      | 00  | 07/16/2021 | 001-7110-471.47-01 | LEGAL NOTICE              | EFT: 11.48       |
| L91692                |      | 003583                         |      | 00  | 07/16/2021 | 107-1130-411.47-01 | PUBLIC HEARING RESOLUTION | EFT: 293.14      |
|                       |      |                                |      |     |            |                    | VENDOR TOTAL *            | .00 335.44       |
| 0004291               | 00   | LIVIN' THE DREAM, MINISTRIES   |      |     |            |                    |                           |                  |
| 2958                  |      | 003633                         |      | 00  | 07/16/2021 | 001-6110-461.47-53 | LTD BASKETBALL CAMP       | EFT: 791.00      |
|                       |      |                                |      |     |            |                    | VENDOR TOTAL *            | .00 791.00       |
| 0002979               | 00   | LOCHNER, H W INC               |      |     |            |                    |                           |                  |
| 19067-2               |      | PI0393 007682                  |      | 00  | 06/30/2021 | 551-4540-445.61-01 | PROFESSIONAL SERVICES     | EFT: 650.00      |
|                       |      |                                |      |     |            |                    | VENDOR TOTAL *            | .00 650.00       |
| 0001122               | 00   | MADDEN RENTAL                  |      |     |            |                    |                           |                  |
| 7413                  |      | 003588                         |      | 00  | 07/16/2021 | 001-6110-461.54-51 | PORTABLE TOILETS          | EFT: 1,665.00    |
|                       |      |                                |      |     |            |                    | VENDOR TOTAL *            | .00 1,665.00     |
| 0000233               | 00   | MAXIMUM LAWN CARE              |      |     |            |                    |                           |                  |

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| VEND NO        | SEQ# | VENDOR NAME                |        |     |            |                    |                         |          | EFT, EPAY OR |
|----------------|------|----------------------------|--------|-----|------------|--------------------|-------------------------|----------|--------------|
| INVOICE        |      | VOUCHER                    | P.O.   | BNK | CHECK/DUE  | ACCOUNT            | ITEM                    | CHECK    | HAND-ISSUED  |
| NO             |      | NO                         | NO     |     | DATE       | NO                 | DESCRIPTION             | AMOUNT   | AMOUNT       |
| -----          |      |                            |        |     |            |                    |                         |          |              |
| 0000233        | 00   | MAXIMUM LAWN CARE          |        |     |            |                    |                         |          |              |
| 15763          |      | 003589                     |        | 00  | 07/16/2021 | 001-2110-421.31-15 | MOWING & TRIMMING       | EFT:     | 1,062.50     |
| 15764          |      | 003592                     |        | 00  | 07/16/2021 | 001-3120-431.31-15 | MOWING                  | EFT:     | 250.00       |
| 15764          |      | PI0397                     | 007604 | 00  | 07/05/2021 | 001-3120-431.31-15 | MOWING                  | EFT:     | 2,680.00     |
| 15764          |      | 003591                     |        | 00  | 07/16/2021 | 521-4230-442.31-15 | MOWING                  | EFT:     | 360.00       |
| 15764          |      | 003590                     |        | 00  | 07/16/2021 | 531-4330-443.31-15 | MOWING                  | EFT:     | 120.00       |
| VENDOR TOTAL * |      |                            |        |     |            |                    |                         | .00      | 4,472.50     |
| 0004464        | 00   | MID-STATE RENTAL           |        |     |            |                    |                         |          |              |
| 112550-2       |      | 003650                     |        | 00  | 07/16/2021 | 521-4230-442.44-02 | VACUUM EXCAVATOR        | EFT:     | 750.00       |
| 112550-2       |      | 003651                     |        | 00  | 07/16/2021 | 531-4330-443.44-02 | VACUUM EXCAVATOR        | EFT:     | 750.00       |
| VENDOR TOTAL * |      |                            |        |     |            |                    |                         | .00      | 1,500.00     |
| 0003579        | 00   | MID-STATES MATERIALS LLC   |        |     |            |                    |                         |          |              |
| 106799         |      | 003593                     |        | 00  | 07/16/2021 | 521-4230-442.52-12 | MATERIAL                | 508.22   |              |
| 106799         |      | 003594                     |        | 00  | 07/16/2021 | 531-4330-443.52-12 | MATERIAL                | 508.22   |              |
| VENDOR TOTAL * |      |                            |        |     |            |                    |                         | 1,016.44 |              |
| 0005101        | 00   | NETSTANDARD INC            |        |     |            |                    |                         |          |              |
| 27245          |      | 003595                     |        | 00  | 07/16/2021 | 602-1340-413.31-15 | MONTHLY BILLING         | EFT:     | 4,250.00     |
| VENDOR TOTAL * |      |                            |        |     |            |                    |                         | .00      | 4,250.00     |
| 0004957        | 00   | NEXGRID, LLC               |        |     |            |                    |                         |          |              |
| 2021160        |      | PI0386                     | 007462 | 00  | 05/31/2021 | 501-4140-441.63-73 | SMART METERS - ELECTRIC | EFT:     | 90,744.44    |
| 2021160        |      | PI0387                     | 007705 | 00  | 05/31/2021 | 521-4230-442.52-31 | SMART METERS - WATER    | EFT:     | 10,717.00    |
| VENDOR TOTAL * |      |                            |        |     |            |                    |                         | .00      | 101,461.44   |
| 0000144        | 00   | O'REILLY AUTOMOTIVE, INC.  |        |     |            |                    |                         |          |              |
| 0354-221491    |      | 003596                     |        | 00  | 07/16/2021 | 501-4130-441.52-04 | SUPPLIES FOR EQ# 438    | EFT:     | 14.64        |
| 0354-221608    |      | 003597                     |        | 00  | 07/16/2021 | 501-4130-441.52-04 | SUPPLIES FOR EQ# 439    | EFT:     | 7.42         |
| 0354-222392    |      | 003598                     |        | 00  | 07/16/2021 | 501-4130-441.52-12 | SUPPLIES FOR SHOP STOCK | EFT:     | 10.40        |
| 0354-222835    |      | 003599                     |        | 00  | 07/16/2021 | 501-4130-441.52-09 | SUPPLIES FOR SHOP STOCK | EFT:     | 105.07       |
| 0354-223844    |      | 003600                     |        | 00  | 07/16/2021 | 501-4130-441.52-09 | SUPPLIES FOR SHOP STOCK | EFT:     | 26.23        |
| 0354-224781    |      | 003601                     |        | 00  | 07/16/2021 | 501-4130-441.52-04 | SUPPLIES FOR EQ# 442    | EFT:     | 13.09        |
| 0354-225004    |      | 003602                     |        | 00  | 07/16/2021 | 501-4130-441.52-04 | SUPPLIES FOR EQ# 426    | EFT:     | 148.96       |
| 0354-225006    |      | 003603                     |        | 00  | 07/16/2021 | 501-4130-441.52-09 | SUPPLIES FOR SHOP STOCK | EFT:     | 26.14        |
| VENDOR TOTAL * |      |                            |        |     |            |                    |                         | .00      | 351.95       |
| 0004123        | 00   | OFFICETEAM                 |        |     |            |                    |                         |          |              |
| 57814039       |      | 003604                     |        | 00  | 07/16/2021 | 604-1320-413.31-15 | TEMP LABOR              | EFT:     | 778.80       |
| 57992303       |      | 003605                     |        | 00  | 07/16/2021 | 604-1320-413.31-15 | TEMP LABOR              | EFT:     | 1,056.00     |
| 58030745       |      | 003606                     |        | 00  | 07/16/2021 | 604-1320-413.31-15 | TEMP LABOR              | EFT:     | 844.80       |
| VENDOR TOTAL * |      |                            |        |     |            |                    |                         | .00      | 2,679.60     |
| 0000142        | 00   | OLATHE WINWATER WORKS      |        |     |            |                    |                         |          |              |
| 162004 00      |      | 003607                     |        | 00  | 07/16/2021 | 521-4230-442.52-32 | SADDLES                 | EFT:     | 2,125.00     |
| 162101 00      |      | 003609                     |        | 00  | 07/16/2021 | 521-4230-442.52-12 | GASKET                  | EFT:     | 90.00        |
| 162047 00      |      | 003608                     |        | 00  | 07/16/2021 | 531-4330-443.52-12 | PRO-RING                | EFT:     | 460.00       |
| VENDOR TOTAL * |      |                            |        |     |            |                    |                         | .00      | 2,675.00     |
| 0004470        | 00   | OLATHE YOUTH BASEBALL, INC |        |     |            |                    |                         |          |              |

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CITY OF GARDNER

| VEND NO    | SEQ# | VENDOR NAME                        |               |            |            |                    |                       | EFT, EPAY OR   |
|------------|------|------------------------------------|---------------|------------|------------|--------------------|-----------------------|----------------|
| INVOICE    |      | VOUCHER                            | P.O.          | BNK        | CHECK/DUE  | ACCOUNT            | ITEM                  | HAND-ISSUED    |
| NO         |      | NO                                 | NO            |            | DATE       | NO                 | DESCRIPTION           | AMOUNT         |
| NO         |      | NO                                 | NO            |            | DATE       | NO                 | DESCRIPTION           | AMOUNT         |
| 0004470    | 00   | OLATHE YOUTH                       | BASEBALL, INC |            |            |                    |                       |                |
| 06162021   |      | 003633                             |               | 00         | 07/16/2021 | 001-6110-461.47-53 | OLATHE YOUTH BASEBALL | EFT: 2,250.00  |
|            |      |                                    |               |            |            |                    | VENDOR TOTAL *        | .00 2,250.00   |
| 0000145    | 00   | PEPSI-COLA                         |               |            |            |                    |                       |                |
| 35247805   |      | 003610                             |               | 00         | 07/16/2021 | 001-6110-461.52-15 | CONCESSION BEVERAGES  | EFT: 175.43    |
| 35247802   |      | 003633                             |               | 00         | 07/16/2021 | 001-6130-461.52-15 | CONCESSION BEVERAGES  | EFT: 837.79    |
|            |      |                                    |               |            |            |                    | VENDOR TOTAL *        | .00 1,013.22   |
| 0004385    | 00   | POMP'S TIRE SERVICE, INC.          |               |            |            |                    |                       |                |
| 1180053328 |      | 003611                             |               | 00         | 07/16/2021 | 001-3120-431.43-02 | FLAT REPAIR           | EFT: 265.70    |
|            |      |                                    |               |            |            |                    | VENDOR TOTAL *        | .00 265.70     |
| 0000149    | 00   | PRAXAIR DISTRIBUTION INC           |               |            |            |                    |                       |                |
| 64592523   |      | 003612                             |               | 00         | 07/16/2021 | 001-3116-431.44-02 | CYLINDER RENTAL       | EFT: 176.65    |
| 64593441   |      | 003613                             |               | 00         | 07/16/2021 | 001-6120-461.44-02 | CYLINDER RENTAL       | EFT: 149.14    |
| 64584483   |      | 003632                             |               | 00         | 07/16/2021 | 001-6130-461.52-20 | CYLINDER RENTAL       | EFT: 738.29    |
| 64603258   |      | 003614                             |               | 00         | 07/16/2021 | 501-4120-441.52-12 | GAUGE                 | EFT: 17.64     |
| 64604658   |      | 003615                             |               | 00         | 07/16/2021 | 501-4120-441.44-02 | CYLINDER RENTAL       | EFT: 364.50    |
| 64606081   |      | 003616                             |               | 00         | 07/16/2021 | 501-4120-441.44-02 | CYLINDER RENTAL       | EFT: 84.68     |
|            |      |                                    |               |            |            |                    | VENDOR TOTAL *        | .00 1,530.90   |
| 0000150    | 00   | QUILL CORPORATION                  |               |            |            |                    |                       |                |
| 17544079   |      | 003617                             |               | 00         | 07/16/2021 | 521-4220-442.52-20 | OFFICE SUPPLIES       | 47.98          |
|            |      |                                    |               |            |            |                    | VENDOR TOTAL *        | 47.98          |
| 0000398    | 00   | REEVES-WIEDEMAN CO.                |               |            |            |                    |                       |                |
| 5807619    |      | 003618                             |               | 00         | 07/16/2021 | 531-4320-443.52-05 | BELT PRESS REPAIR     | EFT: 58.14     |
|            |      |                                    |               |            |            |                    | VENDOR TOTAL *        | .00 58.14      |
| 0005002    | 00   | RELLEC APPAREL                     |               |            |            |                    |                       |                |
| 4937       |      | 003619                             |               | 00         | 07/16/2021 | 001-2120-421.52-20 | LAW DOG RACE-SHIRTS   | EFT: 4,010.96  |
|            |      |                                    |               |            |            |                    | VENDOR TOTAL *        | .00 4,010.96   |
| 0000946    | 00   | RIGHT-WAY JANITORIAL INC           |               |            |            |                    |                       |                |
| 2951       |      | PI0400 007708                      | 00            | 07/02/2021 |            | 603-3150-431.42-01 | MONTHLY BILLING       | EFT: 10,537.62 |
|            |      |                                    |               |            |            |                    | VENDOR TOTAL *        | .00 10,537.62  |
| 0004869    | 00   | RITZ SAFETY, LLC                   |               |            |            |                    |                       |                |
| 42225      |      | 003652                             |               | 00         | 07/16/2021 | 501-4120-441.53-02 | CLOTHING              | EFT: 331.10    |
|            |      |                                    |               |            |            |                    | VENDOR TOTAL *        | .00 331.10     |
| 0000160    | 00   | SHAWNEE COPY CENTER INC.           |               |            |            |                    |                       |                |
| 126529     |      | 003620                             |               | 00         | 07/16/2021 | 001-7120-471.47-02 | BUSINESS CARDS        | EFT: 87.00     |
|            |      |                                    |               |            |            |                    | VENDOR TOTAL *        | .00 87.00      |
| 0002247    | 00   | SHERWIN WILLIAMS- ACCT 6716-4600-8 |               |            |            |                    |                       |                |
| 7528-3     |      | 003621                             |               | 00         | 07/16/2021 | 001-6120-461.52-01 | PAINT                 | EFT: 289.27    |
| 7529-1     |      | 003622                             |               | 00         | 07/16/2021 | 001-6120-461.52-01 | PAINT SUPPLIES        | EFT: 30.99     |
|            |      |                                    |               |            |            |                    | VENDOR TOTAL *        | .00 320.26     |
| 0004159    | 00   | SHRED-IT USA LLC                   |               |            |            |                    |                       |                |

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CITY OF GARDNER

| VEND NO        | SEQ# | VENDOR NAME                      |        |     |            |                    |                           |        | EFT, EPAY OR |
|----------------|------|----------------------------------|--------|-----|------------|--------------------|---------------------------|--------|--------------|
| INVOICE        |      | VOUCHER                          | P.O.   | BNK | CHECK/DUE  | ACCOUNT            | ITEM                      | CHECK  | HAND-ISSUED  |
| NO             |      | NO                               | NO     |     | DATE       | NO                 | DESCRIPTION               | AMOUNT | AMOUNT       |
| -----          |      |                                  |        |     |            |                    |                           |        |              |
| 0004159        | 00   | SHRED-IT USA LLC                 |        |     |            |                    |                           |        |              |
| 8182330658     |      | 003623                           |        | 00  | 07/16/2021 | 001-2110-421.31-15 | SHREDDING SERVICES        | 48.64  |              |
| VENDOR TOTAL * |      |                                  |        |     |            |                    |                           | 48.64  |              |
| 0005111        | 00   | SK DESIGN GROUP, INC.            |        |     |            |                    |                           |        |              |
| 2/21-124       |      | PI0401                           | 007680 | 00  | 05/16/2021 | 401-6120-461.62-23 | CIVIL ENGINEERING SERVICE | EFT:   | 2,000.00     |
| VENDOR TOTAL * |      |                                  |        |     |            |                    |                           | .00    | 2,000.00     |
| 0005122        | 00   | SLATE ROCK FR, LLC               |        |     |            |                    |                           |        |              |
| 369            |      | 003624                           |        | 00  | 07/16/2021 | 501-4130-441.53-02 | CREW SHIRTS               | EFT:   | 346.80       |
| VENDOR TOTAL * |      |                                  |        |     |            |                    |                           | .00    | 346.80       |
| 0001786        | 00   | SMITTY'S LAWN & GARDEN EQUIPMENT |        |     |            |                    |                           |        |              |
| 33463          |      | 003625                           |        | 00  | 07/16/2021 | 001-6120-461.52-02 | REPLACED TRIMMERS/BLOWERS | 665.98 |              |
| VENDOR TOTAL * |      |                                  |        |     |            |                    |                           | 665.98 |              |
| 0004785        | 00   | SUMNERONE, INC                   |        |     |            |                    |                           |        |              |
| 2848844        |      | 003626                           |        | 00  | 07/16/2021 | 602-1340-413.43-02 | MONTHLY BILLING           | EFT:   | 643.34       |
| 2914851        |      | 003627                           |        | 00  | 07/16/2021 | 602-1340-413.43-02 | MONTHLY BILLING           | EFT:   | 209.20       |
| 2917948        |      | 003653                           |        | 00  | 07/16/2021 | 602-1340-413.43-02 | MONTHLY BILLING           | EFT:   | 51.44        |
| 2918011        |      | 003654                           |        | 00  | 07/16/2021 | 602-1340-413.43-02 | MONTHLY BILLING           | EFT:   | 96.07        |
| VENDOR TOTAL * |      |                                  |        |     |            |                    |                           | .00    | 1,000.05     |
| 0004482        | 00   | SUPERION, LLC                    |        |     |            |                    |                           |        |              |
| 323456         |      | PI0398                           | 007706 | 00  | 07/01/2021 | 602-1340-413.47-05 | ANNUAL FEE                | EFT:   | 8,001.39     |
| VENDOR TOTAL * |      |                                  |        |     |            |                    |                           | .00    | 8,001.39     |
| 0000203        | 00   | SUPERIOR BOWEN ASPHALT, L.L.C.   |        |     |            |                    |                           |        |              |
| 30147          |      | 003655                           |        | 00  | 07/16/2021 | 117-3120-431.43-06 | PATCHING                  | EFT:   | 846.43       |
| 30156          |      | 003656                           |        | 00  | 07/16/2021 | 117-3120-431.43-06 | PATCHING                  | EFT:   | 571.38       |
| 30163          |      | 003657                           |        | 00  | 07/16/2021 | 117-3120-431.43-06 | PATCHING                  | EFT:   | 434.03       |
| VENDOR TOTAL * |      |                                  |        |     |            |                    |                           | .00    | 1,851.84     |
| 0000176        | 00   | TIME WARNER CABLE                |        |     |            |                    |                           |        |              |
| 0108210070421  |      | 003628                           |        | 00  | 07/16/2021 | 602-1340-413.47-05 | MONTHLY BILLING           | 42.77  |              |
| VENDOR TOTAL * |      |                                  |        |     |            |                    |                           | 42.77  |              |
| 0005001        | 00   | TRANE U.S. INC                   |        |     |            |                    |                           |        |              |
| 311834669      |      | 003629                           |        | 00  | 07/16/2021 | 603-3150-431.31-15 | ANNUAL BILLING            | EFT:   | 3,454.55     |
| VENDOR TOTAL * |      |                                  |        |     |            |                    |                           | .00    | 3,454.55     |
| 0002484        | 00   | US FOOD SERVICE                  |        |     |            |                    |                           |        |              |
| 3248404        |      | 003633                           |        | 00  | 07/16/2021 | 001-6130-461.52-15 | CONCESSION FOOD           | EFT:   | 934.98       |
| 3248405        |      | 003633                           |        | 00  | 07/16/2021 | 001-6130-461.52-15 | CONCESSION FOOD           | EFT:   | 270.42       |
| VENDOR TOTAL * |      |                                  |        |     |            |                    |                           | .00    | 1,205.40     |
| 0004226        | 00   | WATCHMEN SECURITY SERVICES       |        |     |            |                    |                           |        |              |
| 56821          |      | 003630                           |        | 00  | 07/16/2021 | 501-4120-441.31-15 | VIDEO MONITORING          | EFT:   | 365.99       |
| VENDOR TOTAL * |      |                                  |        |     |            |                    |                           | .00    | 365.99       |
| 0004611        | 00   | WILSON, NICK                     |        |     |            |                    |                           |        |              |

**HAND-ISSUED  
AMOUNT**

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|         |    |                             |    |            |                    |                         |          |     |  |          |
|---------|----|-----------------------------|----|------------|--------------------|-------------------------|----------|-----|--|----------|
| 0000102 | 00 | ICMA RETIREMENT TRUST - 457 |    |            |                    |                         |          |     |  |          |
| 572450  |    | 003660                      | 00 | 07/16/2021 | 721-0000-202.03-04 | CONTRIBUTIONS           | CHECK #: | 101 |  | 7,899.42 |
|         |    |                             |    |            |                    | VENDOR TOTAL *          |          | .00 |  | 7,899.42 |
|         |    |                             |    |            |                    | HAND ISSUED TOTAL ***   |          |     |  | 7,899.42 |
|         |    |                             |    |            |                    | TOTAL EXPENDITURES **** |          | .00 |  | 7,899.42 |
|         |    |                             |    |            |                    | GRAND TOTAL *****       |          |     |  | 7,899.42 |

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CITY OF GARDNER

| VEND NO    | SEQ# | VENDOR NAME                      |      |     |            |                    |                         | EFT, EPAY OR  |
|------------|------|----------------------------------|------|-----|------------|--------------------|-------------------------|---------------|
| INVOICE    |      | VOUCHER                          | P.O. | BNK | CHECK/DUE  | ACCOUNT            | ITEM                    | HAND-ISSUED   |
| NO         |      | NO                               | NO   |     | DATE       | NO                 | DESCRIPTION             | AMOUNT        |
| NO         |      | NO                               | NO   |     | DATE       | NO                 | DESCRIPTION             | AMOUNT        |
| 0004265    | 00   | ACCESS INFORMATION PROTECTED     |      |     |            |                    |                         |               |
| 8781075    |      | 003991                           |      | 00  | 07/23/2021 | 001-1150-411.31-15 | OFF-SITE STORAGE        | 1,223.28      |
|            |      |                                  |      |     |            |                    | VENDOR TOTAL *          | 1,223.28      |
| 0099999    | 00   | AISLINN SIHAMAYA                 |      |     |            |                    |                         |               |
| 095549     |      | 003662                           |      | 00  | 07/23/2021 | 001-0000-228.30-00 | CASH BOND RETURN        | 300.00        |
|            |      |                                  |      |     |            |                    | VENDOR TOTAL *          | 300.00        |
| 0004340    | 00   | ALL CITY MANAGEMENT SERVICES INC |      |     |            |                    |                         |               |
| 71372      |      | 003991                           |      | 00  | 07/23/2021 | 001-2110-421.31-15 | CROSSING GUARD CONTRACT | EFT: 1,807.68 |
|            |      |                                  |      |     |            |                    | VENDOR TOTAL *          | .00 1,807.68  |
| 0002636    | 00   | ALTEC CAPITAL SERVICES, LLC      |      |     |            |                    |                         |               |
| 01282751   |      | 003669                           |      | 00  | 07/23/2021 | 501-4130-441.44-02 | LEASE TR# 401           | EFT: 3,645.52 |
| 01282752   |      | 003670                           |      | 00  | 07/23/2021 | 501-4130-441.44-02 | LEASE TR# 413           | EFT: 4,620.94 |
| 01282753   |      | 003671                           |      | 00  | 07/23/2021 | 501-4130-441.44-02 | LEASE TR# 402 & 405     | EFT: 5,821.88 |
| 01282754   |      | 003672                           |      | 00  | 07/23/2021 | 501-4130-441.44-02 | LEASE TR# 432           | EFT: 3,440.80 |
| 01282755   |      | 003673                           |      | 00  | 07/23/2021 | 501-4130-441.44-02 | LEASE TR# 403           | EFT: 3,459.41 |
|            |      |                                  |      |     |            |                    | VENDOR TOTAL *          | .00 20,988.55 |
| 0000029    | 00   | ALTEC INDUSTRIES, INC.           |      |     |            |                    |                         |               |
| 50654803   |      | 003993                           |      | 00  | 07/23/2021 | 501-4130-441.43-02 | CRIMPER REPAIR          | EFT: 225.84   |
| 50757028   |      | 003993                           |      | 00  | 07/23/2021 | 501-4130-441.43-02 | CRIMPER REPAIR          | EFT: 309.86   |
|            |      |                                  |      |     |            |                    | VENDOR TOTAL *          | .00 535.70    |
| 0004999    | 00   | AMERICAN FIDELITY ADMIN SERVICES |      |     |            |                    |                         |               |
| 52700      |      | 003674                           |      | 00  | 07/23/2021 | 001-1140-411.31-15 | MONTHLY BILLING         | EFT: 101.75   |
|            |      |                                  |      |     |            |                    | VENDOR TOTAL *          | .00 101.75    |
| 0000566    | 00   | AMERICAN TOPSOIL, INC.           |      |     |            |                    |                         |               |
| 136954     |      | 003991                           |      | 00  | 07/23/2021 | 531-4330-443.52-12 | PULV                    | EFT: 198.00   |
|            |      |                                  |      |     |            |                    | VENDOR TOTAL *          | .00 198.00    |
| 0001986    | 00   | ANIXTER, INC.                    |      |     |            |                    |                         |               |
| 4897831-02 |      | 003991                           |      | 00  | 07/23/2021 | 501-4130-441.52-31 | LINE HARDWARE           | EFT: 472.41   |
| 4983520-03 |      | 003991                           |      | 00  | 07/23/2021 | 501-4130-441.52-31 | CONNECTORS              | EFT: 317.92   |
| 4983520-04 |      | 003991                           |      | 00  | 07/23/2021 | 501-4130-441.52-31 | CIRCLE LOCKS            | EFT: 214.40   |
| 4999868-00 |      | 003991                           |      | 00  | 07/23/2021 | 501-4130-441.52-31 | TRANSFORMERS            | EFT: 3,081.72 |
| 5001178-00 |      | 003991                           |      | 00  | 07/23/2021 | 501-4130-441.52-31 | TRANSFORMER PADS        | EFT: 3,392.90 |
|            |      |                                  |      |     |            |                    | VENDOR TOTAL *          | .00 7,479.35  |
| 0004970    | 00   | AQUATIC ECOSYSTEM CONSULTANTS    |      |     |            |                    |                         |               |
| 2104       |      | 003987                           |      | 00  | 07/23/2021 | 001-6120-461.31-15 | LAKE MGMT PROGRAM       | EFT: 415.00   |
| 2105       |      | 003987                           |      | 00  | 07/23/2021 | 001-6120-461.31-15 | LAKE MGMT PROGRAM       | EFT: 645.00   |
| 2360       |      | 003987                           |      | 00  | 07/23/2021 | 001-6120-461.31-15 | LAKE MGMT PROGRAM       | EFT: 415.00   |
| 2361       |      | 003987                           |      | 00  | 07/23/2021 | 001-6120-461.31-15 | LAKE MGMT PROGRAM       | EFT: 645.00   |
| 2498       |      | 003987                           |      | 00  | 07/23/2021 | 001-6120-461.31-15 | LAKE MGMT PROGRAM       | EFT: 415.00   |
| 2499       |      | 003987                           |      | 00  | 07/23/2021 | 001-6120-461.31-15 | LAKE MGMT PROGRAM       | EFT: 645.00   |
|            |      |                                  |      |     |            |                    | VENDOR TOTAL *          | .00 3,180.00  |
| 0005014    | 00   | ATTIC STORAGE OF GARDNER         |      |     |            |                    |                         |               |

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| VEND NO        | SEQ# | VENDOR NAME                        | INVOICE NO | VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO         | ITEM DESCRIPTION         | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|----------------|------|------------------------------------|------------|------------|---------|-----|----------------|--------------------|--------------------------|--------------|---------------------------------|
| 0005014        | 00   | ATTIC STORAGE OF GARDNER           | 16841      | 003987     |         | 00  | 07/23/2021     | 001-6110-461.44-02 | MONTHLY BILLING          | EFT:         | 870.00                          |
| VENDOR TOTAL * |      |                                    |            |            |         |     |                |                    |                          | .00          | 870.00                          |
| 0003515        | 00   | AUGUSTINE EXTERMINATORS INC        |            |            |         |     |                |                    |                          |              |                                 |
| 2303582        |      | 003991                             |            |            |         | 00  | 07/23/2021     | 603-3150-431.31-15 | MONTHLY BILLING          | EFT:         | 49.44                           |
| 2303575        |      | 003991                             |            |            |         | 00  | 07/23/2021     | 603-3150-431.31-15 | MONTHLY BILLING          | EFT:         | 29.87                           |
| 2303575        |      | 003991                             |            |            |         | 00  | 07/23/2021     | 603-3150-431.31-15 | MONTHLY BILLING          | EFT:         | 29.87                           |
| 2303572        |      | 003991                             |            |            |         | 00  | 07/23/2021     | 603-3150-431.31-15 | MONTHLY BILLING          | EFT:         | 39.14                           |
| 2303574        |      | 003991                             |            |            |         | 00  | 07/23/2021     | 603-3150-431.31-15 | MONTHLY BILLING          | EFT:         | 28.84                           |
| 2303571        |      | 003991                             |            |            |         | 00  | 07/23/2021     | 603-3150-431.31-15 | MONTHLY BILLING          | EFT:         | 39.14                           |
| 2303573        |      | 003991                             |            |            |         | 00  | 07/23/2021     | 603-3150-431.31-15 | MONTHLY BILLING          | EFT:         | 49.44                           |
| 2303570        |      | 003991                             |            |            |         | 00  | 07/23/2021     | 603-3150-431.31-15 | MONTHLY BILLING          | EFT:         | 49.44                           |
| 2303580        |      | 003991                             |            |            |         | 00  | 07/23/2021     | 603-3150-431.31-15 | MONTHLY BILLING          | EFT:         | 28.84                           |
| 2303579        |      | 003991                             |            |            |         | 00  | 07/23/2021     | 603-3150-431.31-15 | MONTHLY BILLING          | EFT:         | 25.75                           |
| 2303576        |      | 003991                             |            |            |         | 00  | 07/23/2021     | 603-3150-431.31-15 | MONTHLY BILLING          | EFT:         | 39.14                           |
| 2303577        |      | 003991                             |            |            |         | 00  | 07/23/2021     | 603-3150-431.31-15 | MONTHLY BILLING          | EFT:         | 58.71                           |
| 2303578        |      | 003991                             |            |            |         | 00  | 07/23/2021     | 603-3150-431.31-15 | MONTHLY BILLING          | EFT:         | 49.44                           |
| 2303581        |      | 003991                             |            |            |         | 00  | 07/23/2021     | 603-3150-431.31-15 | MONTHLY BILLING          | EFT:         | 28.84                           |
| VENDOR TOTAL * |      |                                    |            |            |         |     |                |                    |                          | .00          | 545.90                          |
| 0099999        | 00   | BARISHA KAY HALL                   |            |            |         |     |                |                    |                          |              |                                 |
| 099557         |      | 003663                             |            |            |         | 00  | 07/23/2021     | 001-0000-228.30-00 | CASH BOND REFUND         | 25.00        |                                 |
| VENDOR TOTAL * |      |                                    |            |            |         |     |                |                    |                          | 25.00        |                                 |
| 0001773        | 00   | BHC RHODES                         |            |            |         |     |                |                    |                          |              |                                 |
| 39607          |      | PI0411 007607                      |            |            |         | 00  | 07/15/2021     | 001-3130-431.31-10 | TECHNICAL SPECIFICATIONS | EFT:         | 1,684.34                        |
| 39605          |      | PI0410 007391                      |            |            |         | 00  | 07/15/2021     | 130-3130-431.62-04 | AMENDMENT 1              | EFT:         | 2,435.00                        |
| 39604          |      | PI0414 007663                      |            |            |         | 00  | 07/15/2021     | 403-3130-431.62-02 | SANITARY SEWER           | EFT:         | 1,946.24                        |
| 39607          |      | PI0412 007629                      |            |            |         | 00  | 07/15/2021     | 521-4210-442.31-15 | TECHNICAL SPECIFICATIONS | EFT:         | 1,684.34                        |
| 39607          |      | PI0413 007630                      |            |            |         | 00  | 07/15/2021     | 531-4310-443.31-15 | TECHNICAL SPECIFICATIONS | EFT:         | 1,684.34                        |
| VENDOR TOTAL * |      |                                    |            |            |         |     |                |                    |                          | .00          | 9,434.26                        |
| 0099999        | 00   | BRANDT, CASSIDY                    |            |            |         |     |                |                    |                          |              |                                 |
| 000066651      |      | UT                                 |            |            |         | 00  | 07/21/2021     | 501-0000-229.00-00 | FINAL BILL REFUND        | 85.00        |                                 |
| VENDOR TOTAL * |      |                                    |            |            |         |     |                |                    |                          | 85.00        |                                 |
| 0004379        | 00   | C&B EQUIPMENT MIDWEST              |            |            |         |     |                |                    |                          |              |                                 |
| 12016-00       |      | 003991                             |            |            |         | 00  | 07/23/2021     | 531-4320-443.52-12 | MOTOR                    | EFT:         | 220.00                          |
| VENDOR TOTAL * |      |                                    |            |            |         |     |                |                    |                          | .00          | 220.00                          |
| 0004443        | 00   | CATCH IT WILDLIFE AND PEST CONTROL |            |            |         |     |                |                    |                          |              |                                 |
| 3474           |      | 003988                             |            |            |         | 00  | 07/23/2021     | 001-6120-461.31-15 | PEST CONTROL             | 200.00       |                                 |
| VENDOR TOTAL * |      |                                    |            |            |         |     |                |                    |                          | 200.00       |                                 |
| 0000001        | 00   | CENTURYLINK                        |            |            |         |     |                |                    |                          |              |                                 |
| 313607125      | 0721 | 003991                             |            |            |         | 00  | 07/23/2021     | 001-6110-461.40-03 | MONTHLY BILLING          | 76.37        |                                 |
| 313239127      | 0721 | 003991                             |            |            |         | 00  | 07/23/2021     | 531-4320-443.40-03 | MONTHLY BILLING          | 279.42       |                                 |
| 313440714      | 0721 | 003989                             |            |            |         | 00  | 07/23/2021     | 551-4520-445.40-03 | MONTHLY BILLING          | 216.43       |                                 |
| 320501840      | 0721 | 003988                             |            |            |         | 00  | 07/23/2021     | 602-1340-413.40-03 | MONTHLY BILLING          | 61.30        |                                 |

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CITY OF GARDNER

| VEND NO      | SEQ# | VENDOR NAME                      |      |     |            |                    |                        |          | EFT, EPAY OR |
|--------------|------|----------------------------------|------|-----|------------|--------------------|------------------------|----------|--------------|
| INVOICE      |      | VOUCHER                          | P.O. | BNK | CHECK/DUE  | ACCOUNT            | ITEM                   | CHECK    | HAND-ISSUED  |
| NO           |      | NO                               | NO   |     | DATE       | NO                 | DESCRIPTION            | AMOUNT   | AMOUNT       |
| 0000001      | 00   | CENTURYLINK                      |      |     |            |                    |                        |          |              |
| 314117591    | 0721 | 003988                           |      | 00  | 07/23/2021 | 602-1340-413.40-03 | MONTHLY BILLING        | 1,627.10 |              |
|              |      |                                  |      |     |            |                    | VENDOR TOTAL *         | 2,260.62 |              |
| 0000429      | 00   | CINTAS FIRE PROTECTION           |      |     |            |                    |                        |          |              |
| 8405208209   |      | 003991                           |      | 00  | 07/23/2021 | 501-4120-441.31-15 | MONTHLY BILLING        | EFT:     | 146.16       |
| 8405208209   |      | 003991                           |      | 00  | 07/23/2021 | 501-4130-441.31-15 | MONTHLY BILLING        | EFT:     | 639.16       |
| 8405208209   |      | 003991                           |      | 00  | 07/23/2021 | 521-4230-442.31-15 | MONTHLY BILLING        | EFT:     | 87.66        |
| 8405208209   |      | 003991                           |      | 00  | 07/23/2021 | 531-4320-443.31-15 | MONTHLY BILLING        | EFT:     | 69.72        |
| 8405208209   |      | 003991                           |      | 00  | 07/23/2021 | 531-4330-443.31-15 | MONTHLY BILLING        | EFT:     | 87.67        |
|              |      |                                  |      |     |            |                    | VENDOR TOTAL *         | .00      | 1,030.37     |
| 0002830      | 00   | CREATIVE CARNIVALS & EVENTS, LLC |      |     |            |                    |                        |          |              |
| 14427        |      | 003991                           |      | 00  | 07/23/2021 | 001-6110-461.54-51 | INFLATABLES            | EFT:     | 895.00       |
|              |      |                                  |      |     |            |                    | VENDOR TOTAL *         | .00      | 895.00       |
| 0099999      | 00   | CYNTHIA S GRAHAM                 |      |     |            |                    |                        |          |              |
| 097751       |      | 003664                           |      | 00  | 07/23/2021 | 001-0000-228.30-00 | CASH BOND REFUND       | 500.00   |              |
|              |      |                                  |      |     |            |                    | VENDOR TOTAL *         | 500.00   |              |
| 0099999      | 00   | DALINA HERNANDEZ                 |      |     |            |                    |                        |          |              |
| 30408907     |      | 003989                           |      | 00  | 07/23/2021 | 001-0000-228.40-00 | SR BLDG DEPOSIT REFUND | 85.00    |              |
|              |      |                                  |      |     |            |                    | VENDOR TOTAL *         | 85.00    |              |
| 0003716      | 00   | DATAPROSE                        |      |     |            |                    |                        |          |              |
| 3P53394      |      | 003675                           |      | 00  | 07/23/2021 | 521-4240-442.63-73 | SMART METERS           | EFT:     | 535.50       |
|              |      |                                  |      |     |            |                    | VENDOR TOTAL *         | .00      | 535.50       |
| 0003481      | 00   | DPC INDUSTRIES INC               |      |     |            |                    |                        |          |              |
| 817001769-21 |      | PI0417 007585                    |      | 00  | 07/08/2021 | 521-4220-442.52-13 | CHLORINE               | EFT:     | 1,716.00     |
|              |      |                                  |      |     |            |                    | VENDOR TOTAL *         | .00      | 1,716.00     |
| 0001762      | 00   | DREXEL TECHNOLOGIES INC          |      |     |            |                    |                        |          |              |
| INV46680     |      | 004001                           |      | 00  | 07/23/2021 | 001-3130-431.47-01 | PLAN ROOM              | EFT:     | 58.18        |
| INV50980     |      | 004001                           |      | 00  | 07/23/2021 | 117-3120-431.62-05 | PLAN ROOM              | EFT:     | 27.58        |
| INV50981     |      | 004001                           |      | 00  | 07/23/2021 | 117-3120-431.62-05 | PLAN ROOM              | EFT:     | 27.76        |
|              |      |                                  |      |     |            |                    | VENDOR TOTAL *         | .00      | 113.52       |
| 0003751      | 00   | EVOQUA WATER TECH, LLC           |      |     |            |                    |                        |          |              |
| 904984170    |      | 003991                           |      | 00  | 07/23/2021 | 531-4320-443.31-15 | D.I. WATER LAB         | EFT:     | 306.32       |
|              |      |                                  |      |     |            |                    | VENDOR TOTAL *         | .00      | 306.32       |
| 0002956      | 00   | FASTENAL CO.                     |      |     |            |                    |                        |          |              |
| KSKA3144101  |      | 003676                           |      | 00  | 07/23/2021 | 501-4120-441.52-12 | HARDWARE               | EFT:     | 78.43        |
|              |      |                                  |      |     |            |                    | VENDOR TOTAL *         | .00      | 78.43        |
| 0000086      | 00   | GALLS, LLC                       |      |     |            |                    |                        |          |              |
| 018815024    |      | 003991                           |      | 00  | 07/23/2021 | 001-2110-421.53-02 | PANTS - BELCHER        | EFT:     | 55.49        |
|              |      |                                  |      |     |            |                    | VENDOR TOTAL *         | .00      | 55.49        |
| 0005006      | 00   | GSI ENGINEERING, LLC             |      |     |            |                    |                        |          |              |

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CITY OF GARDNER

| VEND NO               | SEQ# | VENDOR NAME                         |        |     |            |                    |                           |          |     | EFT, EPAY OR |
|-----------------------|------|-------------------------------------|--------|-----|------------|--------------------|---------------------------|----------|-----|--------------|
| INVOICE               |      | VOUCHER                             | P.O.   | BNK | CHECK/DUE  | ACCOUNT            | ITEM                      | CHECK    |     | HAND-ISSUED  |
| NO                    |      | NO                                  | NO     |     | DATE       | NO                 | DESCRIPTION               | AMOUNT   |     | AMOUNT       |
|                       |      |                                     |        |     |            |                    |                           |          |     |              |
| 0005006               | 00   | GSI ENGINEERING, LLC                |        |     |            |                    |                           |          |     |              |
| 71924                 |      | PI0408                              | 007389 | 00  | 06/24/2021 | 403-3130-431.62-02 | MATERIALS TESTING SERVICE | EFT:     |     | 266.00       |
| VENDOR TOTAL *        |      |                                     |        |     |            |                    |                           | .00      |     | 266.00       |
| 0000013               | 00   | HACH COMPANY                        |        |     |            |                    |                           |          |     |              |
| 12547815              |      | 003677                              |        | 00  | 07/23/2021 | 521-4220-442.52-12 | REAGENTS                  | EFT:     |     | 367.74       |
| VENDOR TOTAL *        |      |                                     |        |     |            |                    |                           | .00      |     | 367.74       |
| 0000285               | 00   | HARRISON MACHINE SHOP & WELDING INC |        |     |            |                    |                           |          |     |              |
| 56899                 |      | 003991                              |        | 00  | 07/23/2021 | 501-4140-441.63-73 | METERS W/ HOLES ADDED     | EFT:     |     | 1,610.00     |
| VENDOR TOTAL *        |      |                                     |        |     |            |                    |                           | .00      |     | 1,610.00     |
| 0005040               | 00   | HSA BANK COBRA                      |        |     |            |                    |                           |          |     |              |
| COG07142021           |      | 003678                              |        | 00  | 07/23/2021 | 001-1140-411.31-15 | COBRA ADMIN FEES          | 142.00   |     |              |
| VENDOR TOTAL *        |      |                                     |        |     |            |                    |                           | 142.00   |     |              |
| 0004224               | 00   | INNOVATIVE CONCESSIONS ENTERPRISES  |        |     |            |                    |                           |          |     |              |
| AQUATIC072021         |      | 003991                              |        | 00  | 07/23/2021 | 001-6130-461.52-15 | CONCESSION FOOD           | 1,189.75 |     |              |
| VENDOR TOTAL *        |      |                                     |        |     |            |                    |                           | 1,189.75 |     |              |
| 0099999               | 00   | JOSHUA GENE DUNCAN                  |        |     |            |                    |                           |          |     |              |
| 090261                |      | 003665                              |        | 00  | 07/23/2021 | 001-0000-228.30-00 | CASH BOND REFUND          | 225.00   |     |              |
| VENDOR TOTAL *        |      |                                     |        |     |            |                    |                           | 225.00   |     |              |
| 0000487               | 00   | KANSAS DEPT OF REVENUE              |        |     |            |                    |                           |          |     |              |
| 140533                |      | 004000                              |        | 00  | 07/23/2021 | 001-1150-411.48-01 | CMB LICENSE               | 25.00    |     |              |
| VENDOR TOTAL *        |      |                                     |        |     |            |                    |                           | 25.00    |     |              |
| 0099999               | 00   | KEJAMONTE A GORHAM                  |        |     |            |                    |                           |          |     |              |
| 76130                 |      | 003666                              |        | 00  | 07/23/2021 | 001-0000-228.30-00 | CASH BOND REFUND          | 75.00    |     |              |
| VENDOR TOTAL *        |      |                                     |        |     |            |                    |                           | 75.00    |     |              |
| 0003513               | 00   | KMEA- DOGWOOD                       |        |     |            |                    |                           |          |     |              |
| KMEA-DG-GR-2108003679 |      |                                     |        | 00  | 07/23/2021 | 501-4120-441.41-01 | MONTHLY BILLING           | EFT:     |     | 383,741.70   |
| VENDOR TOTAL *        |      |                                     |        |     |            |                    |                           | .00      |     | 383,741.70   |
| 0000805               | 00   | KMGA GAS SUPPLY OPERATING FUND      |        |     |            |                    |                           |          |     |              |
| KMGA-GA-2021-06003680 |      |                                     |        | 00  | 07/23/2021 | 501-4120-441.41-50 | MONTHLY BILLING           | EFT:     |     | 35.00        |
| VENDOR TOTAL *        |      |                                     |        |     |            |                    |                           | .00      |     | 35.00        |
| 0002489               | 00   | KPERS                               |        |     |            |                    |                           |          |     |              |
| 1603243               |      | 003995                              |        | 00  | 07/19/2021 | 721-0000-202.03-01 | 071521 PAY PERIOD         | CHECK #: | 112 | 41,053.84    |
| 1603250               |      | 003996                              |        | 00  | 07/19/2021 | 721-0000-202.03-01 | 071521 PAY PERIOD         | CHECK #: | 112 | 105.25       |
| VENDOR TOTAL *        |      |                                     |        |     |            |                    |                           | .00      |     | 41,159.09    |
| 0003568               | 00   | KPERS RETIREMENT                    |        |     |            |                    |                           |          |     |              |
| 1603246               |      | 003997                              |        | 00  | 07/19/2021 | 721-0000-202.03-03 | 071521 PAY PERIOD         | CHECK #: | 118 | 786.09       |
| VENDOR TOTAL *        |      |                                     |        |     |            |                    |                           | .00      |     | 786.09       |
| 0002490               | 00   | KPF                                 |        |     |            |                    |                           |          |     |              |

PROGRAM: GM339L

AS OF: 07/23/2021

PAYMENT DATE: 07/23/2021

CITY OF GARDNER

| VEND NO  | SEQ#   | VENDOR NAME                       |      |     |            |                    |                       |          | EFT, EPAY OR |
|----------|--------|-----------------------------------|------|-----|------------|--------------------|-----------------------|----------|--------------|
| INVOICE  |        | VOUCHER                           | P.O. | BNK | CHECK/DUE  | ACCOUNT            | ITEM                  | CHECK    | HAND-ISSUED  |
| NO       |        | NO                                | NO   |     | DATE       | NO                 | DESCRIPTION           | AMOUNT   | AMOUNT       |
| 0002490  | 00     | KPF                               |      |     |            |                    |                       |          |              |
| 1603245  |        | 003998                            |      | 00  | 07/19/2021 | 721-0000-202.03-02 | 071521 PAY PERIOD     | CHECK #: | 113          |
|          |        |                                   |      |     |            |                    |                       |          | 35,347.72    |
|          |        |                                   |      |     |            |                    | VENDOR TOTAL *        | .00      | 35,347.72    |
| 0001103  | 00     | KUTAK ROCK LLP                    |      |     |            |                    |                       |          |              |
| 2901323  |        | 003681                            |      | 00  | 07/23/2021 | 001-1130-411.31-15 | PROFESSIONAL SERVICES | EFT:     | 2,398.05     |
| 2901324  |        | 003682                            |      | 00  | 07/23/2021 | 001-1130-411.31-15 | PROFESSIONAL SERVICES | EFT:     | 833.25       |
| 2901322  |        | PI0415 007718                     | 00   | 00  | 07/12/2021 | 108-1130-411.31-02 | PROFESSIONAL SERVICES | EFT:     | 5,839.90     |
|          |        |                                   |      |     |            |                    | VENDOR TOTAL *        | .00      | 9,071.20     |
| 0004822  | 00     | LAW OFFICE OF LAUREN CONRAD YOUNG |      |     |            |                    |                       |          |              |
| 094991   |        | 003683                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 15.00        |
| 095548   | 095567 | 003684                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 15.00        |
| 099440   |        | 003685                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 60.00        |
| 095298   |        | 003686                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 30.00        |
| 098728   |        | 003687                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 15.00        |
| 76377    |        | 003688                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 30.00        |
| 093561   |        | 003689                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 30.00        |
| 75809    |        | 003690                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 24.00        |
| 091303   |        | 003691                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 15.00        |
| 092682   | 01     | 003692                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 30.00        |
| 2001629  |        | 003693                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 18.00        |
| 093740   |        | 003693                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 60.00        |
| 093087   | 01     | 003693                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 15.00        |
| 090102   |        | 003693                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 15.00        |
| 094755   |        | 003693                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 30.00        |
| 093900   |        | 003693                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 15.00        |
| 094911   |        | 003693                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 30.00        |
| 74096    | 01     | 003693                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 15.00        |
| 69016    | 75547  | 003693                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 15.00        |
| 093852   |        | 003693                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 60.00        |
| 095626   |        | 003693                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 15.00        |
| 090918   |        | 003693                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 60.00        |
| 47022    |        | 003693                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 30.00        |
| 095399   |        | 003693                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 30.00        |
| 097008   | 01     | 003693                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 120.00       |
| 090122   |        | 003693                            |      | 00  | 07/23/2021 | 001-1330-413.31-02 | COURT APPT ATTY FEES  | EFT:     | 30.00        |
|          |        |                                   |      |     |            |                    | VENDOR TOTAL *        | .00      | 822.00       |
| 0004949  | 00     | LEGAL RECORD, THE                 |      |     |            |                    |                       |          |              |
| L91780   |        | 003988                            |      | 00  | 07/23/2021 | 001-1150-411.47-01 | ORD. PUBLICATION      | EFT:     | 3.93         |
| L91781   |        | 003988                            |      | 00  | 07/23/2021 | 001-1150-411.47-01 | ORD. PUBLICATION      | EFT:     | 57.71        |
| L91786   |        | 003989                            |      | 00  | 07/23/2021 | 001-7110-471.47-01 | LEGAL NOTICE          | EFT:     | 56.07        |
|          |        |                                   |      |     |            |                    | VENDOR TOTAL *        | .00      | 117.71       |
| 0099999  | 00     | LORI & LEE WARREN                 |      |     |            |                    |                       |          |              |
| 06242021 |        | 003668                            |      | 00  | 07/23/2021 | 001-1130-411.58-00 | ANNEXATION REBATE     | 581.32   |              |
|          |        |                                   |      |     |            |                    | VENDOR TOTAL *        | 581.32   |              |
| 0099999  | 00     | MARY ELIZABETH LOPEZ              |      |     |            |                    |                       |          |              |

PROGRAM: GM339L

AS OF: 07/23/2021

PAYMENT DATE: 07/23/2021

CITY OF GARDNER

| VEND NO        | SEQ# | VENDOR NAME                        |      | BNK        | CHECK/DUE  | ACCOUNT            | ITEM                 | CHECK  | EFT, EPAY OR |
|----------------|------|------------------------------------|------|------------|------------|--------------------|----------------------|--------|--------------|
| INVOICE        |      | VOUCHER                            | P.O. |            | DATE       | NO                 | DESCRIPTION          | AMOUNT | HAND-ISSUED  |
| NO             |      | NO                                 | NO   |            |            |                    |                      |        | AMOUNT       |
|                |      |                                    |      |            |            |                    |                      |        |              |
| 0099999        | 00   | MARY ELIZABETH LOPEZ               |      |            |            |                    |                      |        |              |
| 100804         |      | 003667                             |      | 00         | 07/23/2021 | 001-0000-228.30-00 | CASH BOND REFUND     | 2.00   |              |
| VENDOR TOTAL * |      |                                    |      |            |            |                    |                      | 2.00   |              |
| 0000375        | 00   | MID-AMERICAN SIGNAL, INC.          |      |            |            |                    |                      |        |              |
| 21-449         |      | 004001                             |      | 00         | 07/23/2021 | 001-3120-431.31-15 | SIGNAL PROGRAMMING   | EFT:   | 600.00       |
| VENDOR TOTAL * |      |                                    |      |            |            |                    |                      | .00    | 600.00       |
| 0003579        | 00   | MID-STATES MATERIALS LLC           |      |            |            |                    |                      |        |              |
| 107233         |      | 003991                             |      | 00         | 07/23/2021 | 521-4230-442.52-12 | ROCK                 | 261.64 |              |
| 107233         |      | 003992                             |      | 00         | 07/23/2021 | 531-4330-443.52-12 | ROCK                 | 261.64 |              |
| VENDOR TOTAL * |      |                                    |      |            |            |                    |                      | 523.28 |              |
| 0000142        | 00   | OLATHE WINWATER WORKS              |      |            |            |                    |                      |        |              |
| 161662         | 00   | 003992                             |      | 00         | 07/23/2021 | 501-4140-441.63-73 | SUPPLIES             | EFT:   | 4,375.00     |
| 162297         | 00   | 003992                             |      | 00         | 07/23/2021 | 501-4140-441.63-73 | SUPPLIES             | EFT:   | 450.00       |
| 162296         | 00   | 003693                             |      | 00         | 07/23/2021 | 521-4230-442.52-32 | SETTERS              | EFT:   | 4,320.00     |
| 162004         | 02   | 003992                             |      | 00         | 07/23/2021 | 521-4230-442.52-32 | SADDLES              | EFT:   | 1,320.00     |
| 162463         | 00   | 003992                             |      | 00         | 07/23/2021 | 521-4230-442.52-12 | COPPER/PIPE          | EFT:   | 1,649.00     |
| VENDOR TOTAL * |      |                                    |      |            |            |                    |                      | .00    | 12,114.00    |
| 0000256        | 00   | OTTAWA COOP                        |      |            |            |                    |                      |        |              |
| 48397          | 0621 | 003992                             |      | 00         | 07/23/2021 | 521-4230-442.52-09 | DIESEL FUEL          | EFT:   | 222.51       |
| 48397          | 0621 | 003992                             |      | 00         | 07/23/2021 | 531-4320-443.52-09 | DIESEL FUEL          | EFT:   | 245.43       |
| VENDOR TOTAL * |      |                                    |      |            |            |                    |                      | .00    | 467.94       |
| 0000145        | 00   | PEPSI-COLA                         |      |            |            |                    |                      |        |              |
| 51404854       |      | 003989                             |      | 00         | 07/23/2021 | 001-6130-461.52-15 | CONCESSION BEVERAGES | EFT:   | 356.37       |
| VENDOR TOTAL * |      |                                    |      |            |            |                    |                      | .00    | 356.37       |
| 0005055        | 00   | PRO DESIGN CONTRACTORS LLC         |      |            |            |                    |                      |        |              |
| 6-ED2001       |      | PI0416 007649                      | 00   | 05/20/2021 |            | 531-4340-443.62-10 | CONSTRUCTION         | EFT:   | 43,808.95    |
| VENDOR TOTAL * |      |                                    |      |            |            |                    |                      | .00    | 43,808.95    |
| 0004927        | 00   | PROGRESSIVE ELECTRONICS, INC       |      |            |            |                    |                      |        |              |
| 0147567-IN     |      | 003693                             |      | 00         | 07/23/2021 | 602-1340-413.31-15 | SERVICE CALL         | EFT:   | 370.00       |
| VENDOR TOTAL * |      |                                    |      |            |            |                    |                      | .00    | 370.00       |
| 0005041        | 00   | QUADIENT FINANCE USA               |      |            |            |                    |                      |        |              |
| 06082021       |      | 003992                             |      | 00         | 07/23/2021 | 001-1330-413.47-04 | POSTAGE              | 82.89  |              |
| 06082021       |      | 003992                             |      | 00         | 07/23/2021 | 001-2110-421.47-04 | POSTAGE              | 171.97 |              |
| VENDOR TOTAL * |      |                                    |      |            |            |                    |                      | 254.86 |              |
| 0000150        | 00   | QUILL CORPORATION                  |      |            |            |                    |                      |        |              |
| 17844935       |      | 003993                             |      | 00         | 07/23/2021 | 521-4220-442.52-20 | OFFICE SUPPLIES      | 68.66  |              |
| VENDOR TOTAL * |      |                                    |      |            |            |                    |                      | 68.66  |              |
| 0005124        | 00   | RELIABLE INDUSTRIAL GROUP          |      |            |            |                    |                      |        |              |
| 13656          |      | 004001                             |      | 00         | 07/23/2021 | 501-4120-441.52-12 | FILTER ELEMENTS      | EFT:   | 4,977.74     |
| VENDOR TOTAL * |      |                                    |      |            |            |                    |                      | .00    | 4,977.74     |
| 0004625        | 00   | RENAISSANCE INFRASTRUCTURE CONSULT |      |            |            |                    |                      |        |              |

| VEND NO        | SEQ# | VENDOR NAME                |        | BNK | CHECK/DUE  | ACCOUNT            | ITEM                      | CHECK  | EFT, EPAY OR |
|----------------|------|----------------------------|--------|-----|------------|--------------------|---------------------------|--------|--------------|
| INVOICE        |      | VOUCHER                    | P.O.   |     | DATE       | NO                 | DESCRIPTION               | AMOUNT | HAND-ISSUED  |
| NO             |      | NO                         | NO     |     |            |                    |                           |        | AMOUNT       |
| 0004625        | 00   | RENAISSANCE INFRASTRUCTURE |        |     |            | CONSULT            |                           |        |              |
| 21-0454        |      | PI0409                     | 007537 | 00  | 06/30/2021 | 403-4330-443.62-10 | SANITARY SEWER            | EFT:   | 1,557.13     |
| VENDOR TOTAL * |      |                            |        |     |            |                    |                           | .00    | 1,557.13     |
| 0099999        | 00   | REUSCH, DAVODA             |        |     |            |                    |                           |        |              |
| 000065095      |      | UT                         |        | 00  | 07/21/2021 | 501-0000-229.00-00 | FINAL BILL REFUND         | 17.85  |              |
| VENDOR TOTAL * |      |                            |        |     |            |                    |                           | 17.85  |              |
| 0004830        | 00   | SECURITY BANKCARD CENTER   |        |     |            |                    |                           |        |              |
| 06/2021        |      | 003696                     |        | 00  | 07/19/2021 | 001-1120-411.52-20 | AMZN MKTP US 2X1OH7130    | EFT:   | 64.95        |
| 06/2021        |      | 003697                     |        | 00  | 07/19/2021 | 001-1120-411.52-20 | AMZN MKTP US 218963C00    | EFT:   | 25.98        |
| 06/2021        |      | 003698                     |        | 00  | 07/19/2021 | 001-1120-411.52-20 | AMZN MKTP US 2R6FV5WO0    | EFT:   | 145.44       |
| 06/2021        |      | 003699                     |        | 00  | 07/19/2021 | 001-1120-411.52-20 | STAPLS7332424569000001    | EFT:   | 41.76        |
| 06/2021        |      | 003700                     |        | 00  | 07/19/2021 | 001-1120-411.52-20 | STAPLS7332424569000002    | EFT:   | 18.75        |
| 06/2021        |      | 003701                     |        | 00  | 07/19/2021 | 001-1120-411.52-20 | STAPLS7333345250000001    | EFT:   | 61.97        |
| 06/2021        |      | 003702                     |        | 00  | 07/19/2021 | 001-1120-411.52-20 | PRIDE CLEANERS #24        | EFT:   | 304.32       |
| 06/2021        |      | 003707                     |        | 00  | 07/19/2021 | 001-1120-411.52-20 | CLAYTON PAPER             | EFT:   | 544.20       |
| 06/2021        |      | 003695                     |        | 00  | 07/19/2021 | 001-1130-411.31-15 | CANVA 03080-0780346       | EFT:   | 12.95        |
| 06/2021        |      | 003703                     |        | 00  | 07/19/2021 | 001-1140-411.46-05 | SQ IPMA-HR KANSAS CITY    | EFT:   | 50.00        |
| 06/2021        |      | 003704                     |        | 00  | 07/19/2021 | 001-1140-411.52-20 | SQ IN FULL BLOOM FLORIST  | EFT:   | 72.99        |
| 06/2021        |      | 003705                     |        | 00  | 07/19/2021 | 001-1140-411.52-20 | WWW.THINGSREMEMBERED.COM  | EFT:   | 275.99       |
| 06/2021        |      | 003706                     |        | 00  | 07/19/2021 | 001-1140-411.52-20 | PRICE CHOPPER #117        | EFT:   | 3.99         |
| 06/2021        |      | 003708                     |        | 00  | 07/19/2021 | 001-1140-411.46-05 | LINKEDIN-668 3239494      | EFT:   | 357.97       |
| 06/2021        |      | 003709                     |        | 00  | 07/19/2021 | 001-1140-411.46-05 | LINKEDIN-672 9819294      | EFT:   | 220.13       |
| 06/2021        |      | 003710                     |        | 00  | 07/19/2021 | 001-1150-411.52-20 | STAPLS7332115688000001    | EFT:   | 40.98        |
| 06/2021        |      | 003714                     |        | 00  | 07/19/2021 | 001-1305-413.31-01 | GOVERNMENT FINANCE OFFICE | EFT:   | 530.00       |
| 06/2021        |      | 003718                     |        | 00  | 07/19/2021 | 001-1305-413.47-02 | THE UPS STORE 5784        | EFT:   | 532.82       |
| 06/2021        |      | 003713                     |        | 00  | 07/19/2021 | 001-1310-413.52-20 | AMZN MKTP US 2X78C6EH2    | EFT:   | 44.09        |
| 06/2021        |      | 003715                     |        | 00  | 07/19/2021 | 001-1310-413.46-01 | GOVERNMENT FINANCE OFFIC  | EFT:   | 129.00       |
| 06/2021        |      | 003716                     |        | 00  | 07/19/2021 | 001-1310-413.46-01 | GOVERNMENT FINANCE OFFIC  | EFT:   | 315.00       |
| 06/2021        |      | 003717                     |        | 00  | 07/19/2021 | 001-1310-413.46-01 | GOVERNMENT FINANCE OFFIC  | EFT:   | 280.00       |
| 06/2021        |      | 003733                     |        | 00  | 07/19/2021 | 001-2110-421.52-20 | IN FIREARM ENGRAVING LLC  | EFT:   | 84.95        |
| 06/2021        |      | 003734                     |        | 00  | 07/19/2021 | 001-2110-421.52-20 | WM SUPERCENTER #5307      | EFT:   | 31.96        |
| 06/2021        |      | 003740                     |        | 00  | 07/19/2021 | 001-2110-421.31-15 | ALLIED TOWING SERVICE INC | EFT:   | 129.00       |
| 06/2021        |      | 003741                     |        | 00  | 07/19/2021 | 001-2110-421.52-20 | CLAYTON PAPER             | EFT:   | 544.20       |
| 06/2021        |      | 003750                     |        | 00  | 07/19/2021 | 001-2110-421.43-05 | GARDNER AUTO BODY         | EFT:   | 182.00       |
| 06/2021        |      | 003759                     |        | 00  | 07/19/2021 | 001-2110-421.52-20 | AMZN MKTP US 2R8H96W42    | EFT:   | 16.99        |
| 06/2021        |      | 003730                     |        | 00  | 07/19/2021 | 001-2120-421.52-20 | CONSTRUCTION MATERIALS    | EFT:   | 147.50       |
| 06/2021        |      | 003731                     |        | 00  | 07/19/2021 | 001-2120-421.52-20 | VOSS SIGNS                | EFT:   | 191.00       |
| 06/2021        |      | 003732                     |        | 00  | 07/19/2021 | 001-2120-421.46-01 | PEERSUPPORTFOUNDATION.    | EFT:   | 202.96       |
| 06/2021        |      | 003735                     |        | 00  | 07/19/2021 | 001-2120-421.52-20 | TRAILS WEST ACE HDWE      | EFT:   | 13.18        |
| 06/2021        |      | 003736                     |        | 00  | 07/19/2021 | 001-2120-421.43-05 | BRETS AUTOWORKS 0000522   | EFT:   | 55.40        |
| 06/2021        |      | 003737                     |        | 00  | 07/19/2021 | 001-2120-421.52-20 | IN ARROWHEAD SCIENTIFIC   | EFT:   | 231.32       |
| 06/2021        |      | 003738                     |        | 00  | 07/19/2021 | 001-2120-421.52-20 | TRAILS WEST ACE HDWE      | EFT:   | 9.59         |
| 06/2021        |      | 003739                     |        | 00  | 07/19/2021 | 001-2120-421.43-05 | OREILLY AUTO PARTS 354    | EFT:   | 28.48        |
| 06/2021        |      | 003742                     |        | 00  | 07/19/2021 | 001-2120-421.46-01 | JOHN E. REID & ASSOCIA    | EFT:   | 420.00       |
| 06/2021        |      | 003743                     |        | 00  | 07/19/2021 | 001-2120-421.46-01 | DEFENSIVE EDGE TRAINING   | EFT:   | 800.00       |
| 06/2021        |      | 003744                     |        | 00  | 07/19/2021 | 001-2120-421.46-01 | JOHN E. REID & ASSOCIA    | EFT:   | 420.00       |
| 06/2021        |      | 003745                     |        | 00  | 07/19/2021 | 001-2120-421.46-01 | COMMAND PRESENCE          | EFT:   | 160.00       |
| 06/2021        |      | 003746                     |        | 00  | 07/19/2021 | 001-2120-421.46-01 | STREETCOP                 | EFT:   | 199.00       |

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CITY OF GARDNER

| VEND NO | SEQ# | VENDOR NAME              |      |     |            |                    |                           |        | EFT, EPAY OR |
|---------|------|--------------------------|------|-----|------------|--------------------|---------------------------|--------|--------------|
| INVOICE |      | VOUCHER                  | P.O. | BNK | CHECK/DUE  | ACCOUNT            | ITEM                      | CHECK  | HAND-ISSUED  |
| NO      |      | NO                       | NO   |     | DATE       | NO                 | DESCRIPTION               | AMOUNT | AMOUNT       |
| -----   |      |                          |      |     |            |                    |                           |        |              |
| 0004830 | 00   | SECURITY BANKCARD CENTER |      |     |            |                    |                           |        |              |
| 06/2021 |      | 003747                   |      | 00  | 07/19/2021 | 001-2120-421.46-01 | COMMAND PRESENCE          | EFT:   | 160.00       |
| 06/2021 |      | 003748                   |      | 00  | 07/19/2021 | 001-2120-421.46-01 | STREETCOP                 | EFT:   | 199.00       |
| 06/2021 |      | 003749                   |      | 00  | 07/19/2021 | 001-2120-421.53-02 | AFI LLC                   | EFT:   | 325.50       |
| 06/2021 |      | 003751                   |      | 00  | 07/19/2021 | 001-2120-421.46-01 | IACP                      | EFT:   | 675.00       |
| 06/2021 |      | 003752                   |      | 00  | 07/19/2021 | 001-2120-421.46-01 | IACP                      | EFT:   | 675.00       |
| 06/2021 |      | 003753                   |      | 00  | 07/19/2021 | 001-2120-421.52-20 | AMZN MKTP US 2X7Q04TD1    | EFT:   | 1,065.72     |
| 06/2021 |      | 003754                   |      | 00  | 07/19/2021 | 001-2120-421.46-01 | STREETCOP                 | EFT:   | 199.00       |
| 06/2021 |      | 003755                   |      | 00  | 07/19/2021 | 001-2120-421.46-01 | COMMAND PRESENCE          | EFT:   | 160.00       |
| 06/2021 |      | 003756                   |      | 00  | 07/19/2021 | 001-2120-421.46-01 | SOUTHWES 5261402428093    | EFT:   | 237.95       |
| 06/2021 |      | 003757                   |      | 00  | 07/19/2021 | 001-2120-421.46-01 | SOUTHWES 5261402428094    | EFT:   | 237.95       |
| 06/2021 |      | 003758                   |      | 00  | 07/19/2021 | 001-2120-421.52-20 | KS.GOV PAYMENT            | EFT:   | 41.00        |
| 06/2021 |      | 003760                   |      | 00  | 07/19/2021 | 001-2120-421.52-20 | AMZN MKTP US 213CQ6OG2    | EFT:   | 39.99        |
| 06/2021 |      | 003761                   |      | 00  | 07/19/2021 | 001-2120-421.53-02 | MIDWEST GUN WORKS INC     | EFT:   | 11.49        |
| 06/2021 |      | 003763                   |      | 00  | 07/19/2021 | 001-3116-431.52-20 | AMZN MKTP US 214A60Y01    | EFT:   | 32.99        |
| 06/2021 |      | 003769                   |      | 00  | 07/19/2021 | 001-3116-431.52-20 | AUTOZONE #3781            | EFT:   | 54.95        |
| 06/2021 |      | 003770                   |      | 00  | 07/19/2021 | 001-3116-431.52-20 | ORSCHELN FARM AND HOME ST | EFT:   | 21.99        |
| 06/2021 |      | 003776                   |      | 00  | 07/19/2021 | 001-3116-431.44-02 | OREILLY AUTO PARTS 354    | EFT:   | 64.99        |
| 06/2021 |      | 003777                   |      | 00  | 07/19/2021 | 001-3116-431.44-02 | OREILLY AUTO PARTS 354    | EFT:   | 64.99        |
| 06/2021 |      | 003779                   |      | 00  | 07/19/2021 | 001-3116-431.52-20 | WM SUPERCENTER #5307      | EFT:   | 44.85        |
| 06/2021 |      | 003787                   |      | 00  | 07/19/2021 | 001-3116-431.52-20 | AUTOZONE #3781            | EFT:   | 23.88        |
| 06/2021 |      | 003766                   |      | 00  | 07/19/2021 | 001-3120-431.43-02 | KC BOBCAT                 | EFT:   | 238.94       |
| 06/2021 |      | 003768                   |      | 00  | 07/19/2021 | 001-3120-431.43-02 | SPRAYER SPECIALITIES INC  | EFT:   | 203.77       |
| 06/2021 |      | 003771                   |      | 00  | 07/19/2021 | 001-3120-431.43-02 | OREILLY AUTO PARTS 354    | EFT:   | 47.99        |
| 06/2021 |      | 003772                   |      | 00  | 07/19/2021 | 001-3120-431.52-04 | OREILLY AUTO PARTS 354    | EFT:   | 67.95        |
| 06/2021 |      | 003774                   |      | 00  | 07/19/2021 | 001-3120-431.43-02 | COLEMAN EQUIPMENT BONNER  | EFT:   | 206.70       |
| 06/2021 |      | 003778                   |      | 00  | 07/19/2021 | 001-3120-431.43-02 | OREILLY AUTO PARTS 354    | EFT:   | 21.17        |
| 06/2021 |      | 003780                   |      | 00  | 07/19/2021 | 001-3120-431.43-02 | OREILLY AUTO PARTS 354    | EFT:   | 56.15        |
| 06/2021 |      | 003781                   |      | 00  | 07/19/2021 | 001-3120-431.52-04 | OREILLY AUTO PARTS 354    | EFT:   | 10.99        |
| 06/2021 |      | 003788                   |      | 00  | 07/19/2021 | 001-3120-431.43-02 | OREILLY AUTO PARTS 354    | EFT:   | 53.03        |
| 06/2021 |      | 003796                   |      | 00  | 07/19/2021 | 001-3120-431.44-02 | GERKEN RENT ALL GARDNER   | EFT:   | 85.45        |
| 06/2021 |      | 003797                   |      | 00  | 07/19/2021 | 001-3120-431.44-02 | GERKEN RENT ALL GARDNER   | EFT:   | 260.70       |
| 06/2021 |      | 003798                   |      | 00  | 07/19/2021 | 001-3120-431.52-08 | CARTER WATERS             | EFT:   | 190.80       |
| 06/2021 |      | 003799                   |      | 00  | 07/19/2021 | 001-3120-431.43-02 | KC BOBCAT                 | EFT:   | 238.94       |
| 06/2021 |      | 003802                   |      | 00  | 07/19/2021 | 001-3120-431.52-04 | AUTOZONE #3781            | EFT:   | 152.99       |
| 06/2021 |      | 003803                   |      | 00  | 07/19/2021 | 001-3120-431.53-02 | E EDWARDS WORK WEAR (OLA  | EFT:   | 482.33       |
| 06/2021 |      | 003804                   |      | 00  | 07/19/2021 | 001-3120-431.52-20 | FASTENAL COMPANY 01KSKA3  | EFT:   | 29.13        |
| 06/2021 |      | 003805                   |      | 00  | 07/19/2021 | 001-3120-431.52-10 | IN MID AMERICAN SIGNAL    | EFT:   | 770.00       |
| 06/2021 |      | 003806                   |      | 00  | 07/19/2021 | 001-3120-431.52-02 | CONSTRUCTION MATERIALS    | EFT:   | 12.99        |
| 06/2021 |      | 003807                   |      | 00  | 07/19/2021 | 001-3120-431.52-08 | CONSTRUCTION MATERIALS    | EFT:   | 174.44       |
| 06/2021 |      | 003918                   |      | 00  | 07/19/2021 | 001-6105-461.52-20 | AMZN MKTP US 214902CW0    | EFT:   | 79.75        |
| 06/2021 |      | 003919                   |      | 00  | 07/19/2021 | 001-6105-461.52-20 | WM SUPERCENTER #5307      | EFT:   | 30.81        |
| 06/2021 |      | 003920                   |      | 00  | 07/19/2021 | 001-6105-461.52-20 | STAPLES DIRECT            | EFT:   | 112.25       |
| 06/2021 |      | 003921                   |      | 00  | 07/19/2021 | 001-6105-461.52-20 | STAPLES DIRECT            | EFT:   | 44.95        |
| 06/2021 |      | 003922                   |      | 00  | 07/19/2021 | 001-6105-461.52-20 | STAPLES DIRECT            | EFT:   | 44.95        |
| 06/2021 |      | 003923                   |      | 00  | 07/19/2021 | 001-6105-461.52-20 | AMAZON.COM 292PC1TM1 AMZN | EFT:   | 13.99        |
| 06/2021 |      | 003931                   |      | 00  | 07/19/2021 | 001-6105-461.46-01 | KANSAS RECREATION & PARK  | EFT:   | 75.00        |
| 06/2021 |      | 003932                   |      | 00  | 07/19/2021 | 001-6105-461.46-02 | AMAZON PRIME 2162M74S2    | EFT:   | 12.99        |
| 06/2021 |      | 003859                   |      | 00  | 07/19/2021 | 001-6110-461.54-51 | THE HOME DEPOT #2218      | EFT:   | 120.85       |
| 06/2021 |      | 003917                   |      | 00  | 07/19/2021 | 001-6110-461.54-51 | FACEBK ZUHES27PA2         | EFT:   | 4.00         |

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CITY OF GARDNER

| VEND NO | SEQ#    | VENDOR NAME |          |            |                    |                           |        | EFT, EPAY OR |
|---------|---------|-------------|----------|------------|--------------------|---------------------------|--------|--------------|
| INVOICE | VOUCHER | P.O.        | BNK      | CHECK/DUE  | ACCOUNT            | ITEM                      | CHECK  | HAND-ISSUED  |
| NO      | NO      | NO          |          | DATE       | NO                 | DESCRIPTION               | AMOUNT | AMOUNT       |
| 0004830 | 00      | SECURITY    | BANKCARD | CENTER     |                    |                           |        |              |
| 06/2021 | 003924  |             | 00       | 07/19/2021 | 001-6110-461.46-02 | NRPA OPERATING            | EFT:   | 48.00        |
| 06/2021 | 003928  |             | 00       | 07/19/2021 | 001-6110-461.52-15 | AMZN MKTP US 2R2CE9Y42    | EFT:   | 24.95        |
| 06/2021 | 003930  |             | 00       | 07/19/2021 | 001-6110-461.47-53 | SQ GAMBINOS PIZZA         | EFT:   | 64.42        |
| 06/2021 | 003935  |             | 00       | 07/19/2021 | 001-6110-461.47-53 | PLAYITAGAINSP #11506      | EFT:   | 49.98        |
| 06/2021 | 003936  |             | 00       | 07/19/2021 | 001-6110-461.52-20 | IN CHAFFEE LOCK AND KEY   | EFT:   | 45.00        |
| 06/2021 | 003937  |             | 00       | 07/19/2021 | 001-6110-461.54-51 | AMZN MKTP US 2X3LV22H1    | EFT:   | 35.98        |
| 06/2021 | 003938  |             | 00       | 07/19/2021 | 001-6110-461.54-51 | PRICE CHOPPER #117        | EFT:   | 64.23        |
| 06/2021 | 003939  |             | 00       | 07/19/2021 | 001-6110-461.54-51 | PRICE CHOPPER #117        | EFT:   | 182.68       |
| 06/2021 | 003940  |             | 00       | 07/19/2021 | 001-6110-461.54-51 | AMZN MKTP US              | EFT:   | 27.99-       |
| 06/2021 | 003941  |             | 00       | 07/19/2021 | 001-6110-461.54-51 | AMZN MKTP US 212EU5W41    | EFT:   | 80.65        |
| 06/2021 | 003942  |             | 00       | 07/19/2021 | 001-6110-461.54-51 | USPS PO 1933770514        | EFT:   | 1.20         |
| 06/2021 | 003786  |             | 00       | 07/19/2021 | 001-6120-461.43-05 | OREILLY AUTO PARTS 354    | EFT:   | 41.93        |
| 06/2021 | 003792  |             | 00       | 07/19/2021 | 001-6120-461.43-05 | OREILLY AUTO PARTS 354    | EFT:   | 18.21        |
| 06/2021 | 003800  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | LUMICHRON INC             | EFT:   | 910.00       |
| 06/2021 | 003801  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | LUMICHRON INC             | EFT:   | 240.00       |
| 06/2021 | 003925  |             | 00       | 07/19/2021 | 001-6120-461.44-02 | PURE WATER DELIVERY       | EFT:   | 77.13        |
| 06/2021 | 003927  |             | 00       | 07/19/2021 | 001-6120-461.31-15 | IPY WATCHMEN SECURITY SVC | EFT:   | 113.13       |
| 06/2021 | 003944  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 9.54         |
| 06/2021 | 003945  |             | 00       | 07/19/2021 | 001-6120-461.52-09 | QT 249                    | EFT:   | 59.74        |
| 06/2021 | 003946  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | THE HOME DEPOT #2218      | EFT:   | 9.45         |
| 06/2021 | 003947  |             | 00       | 07/19/2021 | 001-6120-461.43-02 | TRAILS WEST ACE HDWE      | EFT:   | 5.39         |
| 06/2021 | 003948  |             | 00       | 07/19/2021 | 001-6120-461.43-02 | AUTOZONE #3781            | EFT:   | 23.74        |
| 06/2021 | 003949  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | ORSCHELN FARM AND HOME ST | EFT:   | 77.96        |
| 06/2021 | 003957  |             | 00       | 07/19/2021 | 001-6120-461.53-02 | FASTENAL COMPANY 01KSKA3  | EFT:   | 205.60       |
| 06/2021 | 003958  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | SITEONE LANDSCAPE SUPPLY  | EFT:   | 343.89       |
| 06/2021 | 003959  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | IN CHAFFEE LOCK AND KEY   | EFT:   | 22.50        |
| 06/2021 | 003960  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 2.79         |
| 06/2021 | 003961  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | ORSCHELN FARM AND HOME ST | EFT:   | 3.58         |
| 06/2021 | 003962  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | SPRAYER SPECIALITIES INC  | EFT:   | 88.55        |
| 06/2021 | 003963  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 29.99        |
| 06/2021 | 003964  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | CES 491                   | EFT:   | 2.92         |
| 06/2021 | 003965  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | REEVES WIEDEMAN - OLATHE  | EFT:   | 113.30       |
| 06/2021 | 003966  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | SPRAYER SPECIALITIES INC  | EFT:   | 195.76       |
| 06/2021 | 003967  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | ORSCHELN FARM AND HOME ST | EFT:   | 14.99        |
| 06/2021 | 003969  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 60.32        |
| 06/2021 | 003970  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 9.99         |
| 06/2021 | 003971  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 11.96        |
| 06/2021 | 003972  |             | 00       | 07/19/2021 | 001-6120-461.43-02 | OREILLY AUTO PARTS 354    | EFT:   | 35.96        |
| 06/2021 | 003982  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 63.56        |
| 06/2021 | 003984  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | WM SUPERCENTER #5307      | EFT:   | 65.53        |
| 06/2021 | 003985  |             | 00       | 07/19/2021 | 001-6120-461.52-01 | THE HOME DEPOT 2218       | EFT:   | 329.00       |
| 06/2021 | 003909  |             | 00       | 07/19/2021 | 001-6130-461.52-20 | WM SUPERCENTER #5307      | EFT:   | 93.44        |
| 06/2021 | 003910  |             | 00       | 07/19/2021 | 001-6130-461.52-15 | WM SUPERCENTER #5307      | EFT:   | 234.16       |
| 06/2021 | 003911  |             | 00       | 07/19/2021 | 001-6130-461.52-20 | WM SUPERCENTER #5307      | EFT:   | 207.69       |
| 06/2021 | 003912  |             | 00       | 07/19/2021 | 001-6130-461.52-15 | WAL-MART #5307            | EFT:   | 89.56        |
| 06/2021 | 003913  |             | 00       | 07/19/2021 | 001-6130-461.52-15 | WM SUPERCENTER #5307      | EFT:   | 64.54        |
| 06/2021 | 003914  |             | 00       | 07/19/2021 | 001-6130-461.52-15 | WM SUPERCENTER #5307      | EFT:   | 101.78       |
| 06/2021 | 003915  |             | 00       | 07/19/2021 | 001-6130-461.52-15 | WM SUPERCENTER #5307      | EFT:   | 149.12       |
| 06/2021 | 003916  |             | 00       | 07/19/2021 | 001-6130-461.52-20 | AMZN MKTP US 213JB6QW1    | EFT:   | 15.99        |

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CITY OF GARDNER

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|---------|---------|-------------|----------|------------|--------------------|---------------------------|--------|--------------|
| INVOICE | VOUCHER | P.O.        | BNK      | CHECK/DUE  | ACCOUNT            | ITEM                      | CHECK  | HAND-ISSUED  |
| NO      | NO      | NO          |          | DATE       | NO                 | DESCRIPTION               | AMOUNT | AMOUNT       |
| 0004830 | 00      | SECURITY    | BANKCARD | CENTER     |                    |                           |        |              |
| 06/2021 | 003926  |             | 00       | 07/19/2021 | 001-6130-461.31-15 | IPY WATCHMEN SECURITY SVC | EFT:   | 53.83        |
| 06/2021 | 003929  |             | 00       | 07/19/2021 | 001-6130-461.52-15 | AMZN MKTP US 2R2CE9Y42    | EFT:   | 24.95        |
| 06/2021 | 003933  |             | 00       | 07/19/2021 | 001-6130-461.52-15 | THE WEBSTAURANT STORE INC | EFT:   | 879.00       |
| 06/2021 | 003934  |             | 00       | 07/19/2021 | 001-6130-461.52-15 | THE WEBSTAURANT STORE INC | EFT:   | 879.00       |
| 06/2021 | 003943  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 29.99        |
| 06/2021 | 003950  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 24.77        |
| 06/2021 | 003951  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | CONSTRUCTION MATERIALS    | EFT:   | 89.15        |
| 06/2021 | 003952  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | THE HOME DEPOT #2218      | EFT:   | 106.70       |
| 06/2021 | 003953  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | INDUSTRIAL SALES CO INC   | EFT:   | 137.58       |
| 06/2021 | 003954  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | THE HOME DEPOT #2218      | EFT:   | 29.01        |
| 06/2021 | 003955  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | THE HOME DEPOT #2218      | EFT:   | 49.95        |
| 06/2021 | 003956  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | FASTENAL COMPANY 01KSKA3  | EFT:   | 109.73       |
| 06/2021 | 003968  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | G & J AUTO TRIM           | EFT:   | 350.00       |
| 06/2021 | 003973  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | INDUSTRIAL SALES CO INC   | EFT:   | 210.72       |
| 06/2021 | 003974  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 27.17        |
| 06/2021 | 003975  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 32.98        |
| 06/2021 | 003976  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | OREILLY AUTO PARTS 354    | EFT:   | 31.97        |
| 06/2021 | 003977  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 86.92        |
| 06/2021 | 003978  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | FASTENAL COMPANY 01KSKA3  | EFT:   | 227.93       |
| 06/2021 | 003979  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 41.70        |
| 06/2021 | 003980  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 13.99        |
| 06/2021 | 003981  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 153.94       |
| 06/2021 | 003983  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 95.88        |
| 06/2021 | 003986  |             | 00       | 07/19/2021 | 001-6130-461.52-01 | WOHLERUSA INC.            | EFT:   | 150.00       |
| 06/2021 | 003789  |             | 00       | 07/19/2021 | 001-7120-471.52-04 | OREILLY AUTO PARTS 354    | EFT:   | 3.45         |
| 06/2021 | 003816  |             | 00       | 07/19/2021 | 501-4110-441.52-20 | ZOOM.US 888-799-9666      | EFT:   | 16.40        |
| 06/2021 | 003833  |             | 00       | 07/19/2021 | 501-4110-441.52-09 | QT 249                    | EFT:   | 62.57        |
| 06/2021 | 003822  |             | 00       | 07/19/2021 | 501-4120-441.52-02 | SP FLUKE                  | EFT:   | 1,480.09     |
| 06/2021 | 003823  |             | 00       | 07/19/2021 | 501-4120-441.52-12 | RC WORST AND CO ONLINE    | EFT:   | 879.00       |
| 06/2021 | 003824  |             | 00       | 07/19/2021 | 501-4120-441.52-02 | SP FLUKE                  | EFT:   | 100.67       |
| 06/2021 | 003825  |             | 00       | 07/19/2021 | 501-4120-441.53-01 | GRAINGER                  | EFT:   | 113.12       |
| 06/2021 | 003826  |             | 00       | 07/19/2021 | 501-4120-441.52-20 | VINTAGEMANUALS.NET        | EFT:   | 19.98        |
| 06/2021 | 003827  |             | 00       | 07/19/2021 | 501-4120-441.52-02 | TRAILS WEST ACE HDWE      | EFT:   | 10.28        |
| 06/2021 | 003828  |             | 00       | 07/19/2021 | 501-4120-441.46-01 | HAMPTON INNS              | EFT:   | 96.56        |
| 06/2021 | 003829  |             | 00       | 07/19/2021 | 501-4120-441.46-01 | HAMPTON INNS              | EFT:   | 96.56        |
| 06/2021 | 003830  |             | 00       | 07/19/2021 | 501-4120-441.52-20 | AEROSOL STORE             | EFT:   | 85.94        |
| 06/2021 | 003831  |             | 00       | 07/19/2021 | 501-4120-441.52-12 | AMZN MKTP US 216G49LR0    | EFT:   | 17.70        |
| 06/2021 | 003832  |             | 00       | 07/19/2021 | 501-4120-441.52-20 | WM SUPERCENTER #5307      | EFT:   | 7.53         |
| 06/2021 | 003838  |             | 00       | 07/19/2021 | 501-4120-441.52-02 | WAL-MART #5307            | EFT:   | 85.39        |
| 06/2021 | 003839  |             | 00       | 07/19/2021 | 501-4120-441.52-12 | DIESEL PARTS DIRECT       | EFT:   | 192.49       |
| 06/2021 | 003821  |             | 00       | 07/19/2021 | 501-4130-441.52-20 | STAPLS7333645008000001    | EFT:   | 63.79        |
| 06/2021 | 003834  |             | 00       | 07/19/2021 | 501-4130-441.52-20 | AMZN MKTP US 2R7R69KI2    | EFT:   | 37.99        |
| 06/2021 | 003836  |             | 00       | 07/19/2021 | 501-4130-441.52-20 | THE HOME DEPOT #2218      | EFT:   | 49.23        |
| 06/2021 | 003837  |             | 00       | 07/19/2021 | 501-4130-441.53-02 | DESIGN 4 SPORTS           | EFT:   | 18.57        |
| 06/2021 | 003840  |             | 00       | 07/19/2021 | 501-4130-441.52-12 | MID-STATES RENTAL (GARDNE | EFT:   | 76.63        |
| 06/2021 | 003841  |             | 00       | 07/19/2021 | 501-4130-441.52-12 | HARBOR FREIGHT TOOLS 619  | EFT:   | 18.60        |
| 06/2021 | 003842  |             | 00       | 07/19/2021 | 501-4130-441.52-12 | THE HOME DEPOT #2218      | EFT:   | 10.91        |
| 06/2021 | 003843  |             | 00       | 07/19/2021 | 501-4130-441.52-02 | THE HOME DEPOT #2218      | EFT:   | 40.47        |
| 06/2021 | 003844  |             | 00       | 07/19/2021 | 501-4130-441.52-12 | THE HOME DEPOT #2218      | EFT:   | 57.01        |

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AS OF: 07/23/2021

PAYMENT DATE: 07/23/2021

CITY OF GARDNER

| VEND NO | SEQ#    | VENDOR NAME |          |            |                    |                           |        | EFT, EPAY OR |
|---------|---------|-------------|----------|------------|--------------------|---------------------------|--------|--------------|
| INVOICE | VOUCHER | P.O.        | BNK      | CHECK/DUE  | ACCOUNT            | ITEM                      | CHECK  | HAND-ISSUED  |
| NO      | NO      | NO          |          | DATE       | NO                 | DESCRIPTION               | AMOUNT | AMOUNT       |
| 0004830 | 00      | SECURITY    | BANKCARD | CENTER     |                    |                           |        |              |
| 06/2021 | 003845  |             | 00       | 07/19/2021 | 501-4130-441.52-12 | THE HOME DEPOT #2218      | EFT:   | 59.09        |
| 06/2021 | 003846  |             | 00       | 07/19/2021 | 501-4130-441.52-04 | DITCH WITCH OLATHE 010106 | EFT:   | 70.36        |
| 06/2021 | 003847  |             | 00       | 07/19/2021 | 501-4130-441.52-02 | HARBOR FREIGHT TOOLS 619  | EFT:   | 13.13        |
| 06/2021 | 003848  |             | 00       | 07/19/2021 | 501-4130-441.52-02 | WM SUPERCENTER #5307      | EFT:   | 32.81        |
| 06/2021 | 003849  |             | 00       | 07/19/2021 | 501-4130-441.52-04 | TOMPKINS INDUSTRIES- INC  | EFT:   | 116.15       |
| 06/2021 | 003850  |             | 00       | 07/19/2021 | 501-4130-441.52-12 | SGS - WELLSVILLE-416      | EFT:   | 112.22       |
| 06/2021 | 003851  |             | 00       | 07/19/2021 | 501-4130-441.52-04 | TOMPKINS INDUSTRIES- INC  | EFT:   | 88.54        |
| 06/2021 | 003852  |             | 00       | 07/19/2021 | 501-4130-441.52-04 | TOMPKINS INDUSTRIES- INC  | EFT:   | 294.79       |
| 06/2021 | 003853  |             | 00       | 07/19/2021 | 501-4130-441.52-12 | NORTHERN TOOL EQUIP       | EFT:   | 52.47        |
| 06/2021 | 003854  |             | 00       | 07/19/2021 | 501-4130-441.43-02 | FOLEY EQUIPMENT           | EFT:   | 2,094.03     |
| 06/2021 | 003855  |             | 00       | 07/19/2021 | 501-4130-441.52-09 | OLATHE FORD RV CENTER PA  | EFT:   | 20.05        |
| 06/2021 | 003856  |             | 00       | 07/19/2021 | 501-4130-441.52-02 | AMERICAN RIGGERS SUPPLY I | EFT:   | 15.34        |
| 06/2021 | 003857  |             | 00       | 07/19/2021 | 501-4130-441.52-04 | FOLEY EQUIPMENT           | EFT:   | 250.95       |
| 06/2021 | 003858  |             | 00       | 07/19/2021 | 501-4130-441.52-02 | THE HOME DEPOT #2218      | EFT:   | 127.95       |
| 06/2021 | 003835  |             | 00       | 07/19/2021 | 501-4140-441.63-73 | WM SUPERCENTER #5307      | EFT:   | 305.94       |
| 06/2021 | 003860  |             | 00       | 07/19/2021 | 521-4220-442.47-04 | THE UPS STORE 5784        | EFT:   | 46.39        |
| 06/2021 | 003861  |             | 00       | 07/19/2021 | 521-4220-442.52-20 | WAL-MART #5307            | EFT:   | 59.91        |
| 06/2021 | 003862  |             | 00       | 07/19/2021 | 521-4220-442.52-12 | TRAILS WEST ACE HDWE      | EFT:   | 88.51        |
| 06/2021 | 003863  |             | 00       | 07/19/2021 | 521-4220-442.52-20 | OREILLY AUTO PARTS 354    | EFT:   | 152.91       |
| 06/2021 | 003864  |             | 00       | 07/19/2021 | 521-4220-442.47-04 | THE UPS STORE 5784        | EFT:   | 43.70        |
| 06/2021 | 003865  |             | 00       | 07/19/2021 | 521-4220-442.47-04 | THE UPS STORE 5784        | EFT:   | 11.40        |
| 06/2021 | 003866  |             | 00       | 07/19/2021 | 521-4220-442.46-01 | KU CONTINUING EDUC WEB    | EFT:   | 115.00       |
| 06/2021 | 003867  |             | 00       | 07/19/2021 | 521-4220-442.31-15 | ALS LABORATORY GROUP      | EFT:   | 400.00-      |
| 06/2021 | 003868  |             | 00       | 07/19/2021 | 521-4220-442.52-20 | ORSCHELN FARM AND HOME ST | EFT:   | 4.99         |
| 06/2021 | 003869  |             | 00       | 07/19/2021 | 521-4220-442.52-20 | ORSCHELN FARM AND HOME ST | EFT:   | .99          |
| 06/2021 | 003870  |             | 00       | 07/19/2021 | 521-4220-442.52-20 | TRAILS WEST ACE HDWE      | EFT:   | 109.99       |
| 06/2021 | 003871  |             | 00       | 07/19/2021 | 521-4220-442.52-20 | WM SUPERCENTER #5307      | EFT:   | 17.45        |
| 06/2021 | 003872  |             | 00       | 07/19/2021 | 521-4220-442.47-04 | THE UPS STORE 5784        | EFT:   | 37.42        |
| 06/2021 | 003873  |             | 00       | 07/19/2021 | 521-4220-442.52-09 | QT 249                    | EFT:   | 20.00        |
| 06/2021 | 003767  |             | 00       | 07/19/2021 | 521-4230-442.43-05 | BRETS AUTOWORKS 0000522   | EFT:   | 1,266.41     |
| 06/2021 | 003775  |             | 00       | 07/19/2021 | 521-4230-442.61-04 | CROFT TRAILER SUPPLY INC  | EFT:   | 36.45        |
| 06/2021 | 003782  |             | 00       | 07/19/2021 | 521-4230-442.43-02 | BIG O 16001 - GARDNER     | EFT:   | 143.49       |
| 06/2021 | 003784  |             | 00       | 07/19/2021 | 521-4230-442.43-02 | THE VICTOR L PHILLIPS CO  | EFT:   | 31.49        |
| 06/2021 | 003794  |             | 00       | 07/19/2021 | 521-4230-442.52-04 | OREILLY AUTO PARTS 354    | EFT:   | 55.81        |
| 06/2021 | 003874  |             | 00       | 07/19/2021 | 521-4230-442.53-02 | DISCOVER VISION CENTER    | EFT:   | 68.07-       |
| 06/2021 | 003875  |             | 00       | 07/19/2021 | 521-4230-442.52-20 | TRAILS WEST ACE HDWE      | EFT:   | 29.16        |
| 06/2021 | 003877  |             | 00       | 07/19/2021 | 521-4230-442.46-01 | WWETT REG                 | EFT:   | 55.00-       |
| 06/2021 | 003878  |             | 00       | 07/19/2021 | 521-4230-442.46-01 | WWETT REG                 | EFT:   | 55.00-       |
| 06/2021 | 003879  |             | 00       | 07/19/2021 | 521-4230-442.46-01 | WWETT REG                 | EFT:   | 55.00-       |
| 06/2021 | 003880  |             | 00       | 07/19/2021 | 521-4230-442.52-12 | ORSCHELN FARM AND HOME ST | EFT:   | 46.49        |
| 06/2021 | 003882  |             | 00       | 07/19/2021 | 521-4230-442.52-12 | GRASS PAD WAREHOUSE       | EFT:   | 67.15        |
| 06/2021 | 003883  |             | 00       | 07/19/2021 | 521-4230-442.52-02 | ORSCHELN FARM AND HOME ST | EFT:   | 10.98        |
| 06/2021 | 003884  |             | 00       | 07/19/2021 | 521-4230-442.53-02 | E EDWARDS WORK WEAR (OLA  | EFT:   | 144.00       |
| 06/2021 | 003886  |             | 00       | 07/19/2021 | 521-4230-442.52-20 | ORSCHELN FARM AND HOME ST | EFT:   | 17.97        |
| 06/2021 | 003887  |             | 00       | 07/19/2021 | 521-4230-442.52-20 | TRAILS WEST ACE HDWE      | EFT:   | 49.98        |
| 06/2021 | 003888  |             | 00       | 07/19/2021 | 521-4230-442.52-02 | TRAILS WEST ACE HDWE      | EFT:   | 18.99        |
| 06/2021 | 003817  |             | 00       | 07/19/2021 | 531-4320-443.52-20 | STAPLS7332557224000001    | EFT:   | 37.16        |
| 06/2021 | 003819  |             | 00       | 07/19/2021 | 531-4320-443.52-20 | STAPLS7332604056000001    | EFT:   | 5.99         |
| 06/2021 | 003820  |             | 00       | 07/19/2021 | 531-4320-443.52-20 | STAPLS7333045910000001    | EFT:   | 29.49        |

PROGRAM: GM339L

AS OF: 07/23/2021

PAYMENT DATE: 07/23/2021

CITY OF GARDNER

| VEND NO | SEQ# | VENDOR NAME              |      |     |            |                    |                           |        | EFT, EPAY OR |
|---------|------|--------------------------|------|-----|------------|--------------------|---------------------------|--------|--------------|
| INVOICE |      | VOUCHER                  | P.O. | BNK | CHECK/DUE  | ACCOUNT            | ITEM                      | CHECK  | HAND-ISSUED  |
| NO      |      | NO                       | NO   |     | DATE       | NO                 | DESCRIPTION               | AMOUNT | AMOUNT       |
| -----   |      |                          |      |     |            |                    |                           |        |              |
| 0004830 | 00   | SECURITY BANKCARD CENTER |      |     |            |                    |                           |        |              |
| 06/2021 |      | 003890                   |      | 00  | 07/19/2021 | 531-4320-443.52-12 | TRAILS WEST ACE HDWE      | EFT:   | 16.57        |
| 06/2021 |      | 003891                   |      | 00  | 07/19/2021 | 531-4320-443.52-05 | OREILLY AUTO PARTS 354    | EFT:   | 16.79        |
| 06/2021 |      | 003892                   |      | 00  | 07/19/2021 | 531-4320-443.52-12 | TRAILS WEST ACE HDWE      | EFT:   | 10.97        |
| 06/2021 |      | 003893                   |      | 00  | 07/19/2021 | 531-4320-443.52-12 | IN CHAFFEE LOCK AND KEY   | EFT:   | 450.00       |
| 06/2021 |      | 003894                   |      | 00  | 07/19/2021 | 531-4320-443.52-12 | OREILLY AUTO PARTS 354    | EFT:   | 57.90        |
| 06/2021 |      | 003895                   |      | 00  | 07/19/2021 | 531-4320-443.52-12 | IBT INC                   | EFT:   | 24.18        |
| 06/2021 |      | 003896                   |      | 00  | 07/19/2021 | 531-4320-443.52-20 | SQ KRUGERS TRAINI         | EFT:   | 500.00       |
| 06/2021 |      | 003897                   |      | 00  | 07/19/2021 | 531-4320-443.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 51.98        |
| 06/2021 |      | 003898                   |      | 00  | 07/19/2021 | 531-4320-443.43-02 | ORSCHELN FARM AND HOME ST | EFT:   | 66.24        |
| 06/2021 |      | 003899                   |      | 00  | 07/19/2021 | 531-4320-443.52-12 | TRAILS WEST ACE HDWE      | EFT:   | 12.98        |
| 06/2021 |      | 003900                   |      | 00  | 07/19/2021 | 531-4320-443.52-12 | TRAILS WEST ACE HDWE      | EFT:   | 3.98         |
| 06/2021 |      | 003901                   |      | 00  | 07/19/2021 | 531-4320-443.52-12 | TRAILS WEST ACE HDWE      | EFT:   | 11.55        |
| 06/2021 |      | 003902                   |      | 00  | 07/19/2021 | 531-4320-443.52-12 | TRAILS WEST ACE HDWE      | EFT:   | 13.99        |
| 06/2021 |      | 003765                   |      | 00  | 07/19/2021 | 531-4330-443.52-12 | OREILLY AUTO PARTS 354    | EFT:   | 26.46        |
| 06/2021 |      | 003773                   |      | 00  | 07/19/2021 | 531-4330-443.43-02 | OREILLY AUTO PARTS 354    | EFT:   | 18.99        |
| 06/2021 |      | 003783                   |      | 00  | 07/19/2021 | 531-4330-443.43-02 | BIG O 16001 - GARDNER     | EFT:   | 143.50       |
| 06/2021 |      | 003785                   |      | 00  | 07/19/2021 | 531-4330-443.43-02 | THE VICTOR L PHILLIPS CO  | EFT:   | 31.49        |
| 06/2021 |      | 003790                   |      | 00  | 07/19/2021 | 531-4330-443.52-04 | OREILLY AUTO PARTS 354    | EFT:   | 3.63         |
| 06/2021 |      | 003791                   |      | 00  | 07/19/2021 | 531-4330-443.43-02 | OREILLY AUTO PARTS 354    | EFT:   | 13.74        |
| 06/2021 |      | 003818                   |      | 00  | 07/19/2021 | 531-4330-443.52-20 | STAPLS7332557224000001    | EFT:   | 33.99        |
| 06/2021 |      | 003876                   |      | 00  | 07/19/2021 | 531-4330-443.52-20 | TRAILS WEST ACE HDWE      | EFT:   | 43.95        |
| 06/2021 |      | 003881                   |      | 00  | 07/19/2021 | 531-4330-443.52-12 | ORSCHELN FARM AND HOME ST | EFT:   | 46.49        |
| 06/2021 |      | 003885                   |      | 00  | 07/19/2021 | 531-4330-443.53-02 | E EDWARDS WORK WEAR (OLA  | EFT:   | 145.80       |
| 06/2021 |      | 003889                   |      | 00  | 07/19/2021 | 531-4330-443.52-20 | TRAILS WEST ACE HDWE      | EFT:   | 35.97        |
| 06/2021 |      | 003762                   |      | 00  | 07/19/2021 | 551-4520-445.46-02 | KANSAS ASSOCIATION OF AIR | EFT:   | 100.00       |
| 06/2021 |      | 003795                   |      | 00  | 07/19/2021 | 551-4520-445.43-01 | ORSCHELN FARM AND HOME ST | EFT:   | 79.98        |
| 06/2021 |      | 003903                   |      | 00  | 07/19/2021 | 551-4520-445.52-20 | TRAILS WEST ACE HDWE      | EFT:   | 29.99        |
| 06/2021 |      | 003904                   |      | 00  | 07/19/2021 | 551-4520-445.43-03 | TRAILS WEST ACE HDWE      | EFT:   | 25.58        |
| 06/2021 |      | 003905                   |      | 00  | 07/19/2021 | 551-4520-445.52-04 | OREILLY AUTO PARTS 354    | EFT:   | 25.37        |
| 06/2021 |      | 003906                   |      | 00  | 07/19/2021 | 551-4520-445.52-20 | WAL-MART #5307            | EFT:   | 21.41        |
| 06/2021 |      | 003907                   |      | 00  | 07/19/2021 | 551-4520-445.43-04 | OTTAWA CO-OP              | EFT:   | 58.60        |
| 06/2021 |      | 003908                   |      | 00  | 07/19/2021 | 551-4520-445.52-20 | TRAILS WEST CAR WASH      | EFT:   | 8.00         |
| 06/2021 |      | 003711                   |      | 00  | 07/19/2021 | 601-1230-412.31-15 | STAPLS7331886441000001    | EFT:   | 77.01        |
| 06/2021 |      | 003712                   |      | 00  | 07/19/2021 | 601-1230-412.52-20 | WAL-MART #5307            | EFT:   | 111.78       |
| 06/2021 |      | 003723                   |      | 00  | 07/19/2021 | 602-1340-413.47-05 | AMAZON WEB SERVICES       | EFT:   | .98          |
| 06/2021 |      | 003724                   |      | 00  | 07/19/2021 | 602-1340-413.47-05 | ZOOM.US 888-799-9666      | EFT:   | 149.90       |
| 06/2021 |      | 003725                   |      | 00  | 07/19/2021 | 602-1340-413.52-06 | AMZN MKTP US 211HC80R1    | EFT:   | 158.00       |
| 06/2021 |      | 003726                   |      | 00  | 07/19/2021 | 602-1340-413.52-06 | AMAZON.COM 211KL4871 AMZN | EFT:   | 21.33        |
| 06/2021 |      | 003727                   |      | 00  | 07/19/2021 | 602-1340-413.52-20 | BLT HIGH-TECH BATTERY     | EFT:   | 87.80        |
| 06/2021 |      | 003728                   |      | 00  | 07/19/2021 | 602-1340-413.52-20 | TRAILS WEST ACE HDWE      | EFT:   | 16.28        |
| 06/2021 |      | 003729                   |      | 00  | 07/19/2021 | 602-1340-413.52-20 | TRAILS WEST ACE HDWE      | EFT:   | 19.98        |
| 06/2021 |      | 003793                   |      | 00  | 07/19/2021 | 603-3150-431.52-04 | OREILLY AUTO PARTS 354    | EFT:   | 55.81        |
| 06/2021 |      | 003808                   |      | 00  | 07/19/2021 | 603-3150-431.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 104.75       |
| 06/2021 |      | 003809                   |      | 00  | 07/19/2021 | 603-3150-431.52-01 | ROYAL METAL INDUSTRIES    | EFT:   | 48.40        |
| 06/2021 |      | 003810                   |      | 00  | 07/19/2021 | 603-3150-431.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 4.38         |
| 06/2021 |      | 003811                   |      | 00  | 07/19/2021 | 603-3150-431.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 9.95         |
| 06/2021 |      | 003812                   |      | 00  | 07/19/2021 | 603-3150-431.52-01 | THE HOME DEPOT #2218      | EFT:   | 164.00       |
| 06/2021 |      | 003813                   |      | 00  | 07/19/2021 | 603-3150-431.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 9.56         |
| 06/2021 |      | 003814                   |      | 00  | 07/19/2021 | 603-3150-431.52-01 | TRAILS WEST ACE HDWE      | EFT:   | 35.98        |

|                |    |                                |        |                 |                    |                          |                |           |           |
|----------------|----|--------------------------------|--------|-----------------|--------------------|--------------------------|----------------|-----------|-----------|
| 0004830        | 00 | SECURITY                       |        | BANKCARD CENTER |                    |                          |                |           |           |
| 06/2021        |    | 003815                         | 00     | 07/19/2021      | 603-3150-431.52-01 | TRAILS WEST ACE HDWE     | EFT:           | 11.83     |           |
| 06/2021        |    | 003719                         | 00     | 07/19/2021      | 604-1320-413.46-01 | SUPERION LLC             | EFT:           | 399.00-   |           |
| 06/2021        |    | 003720                         | 00     | 07/19/2021      | 604-1320-413.52-20 | STAPLS7332555599000001   | EFT:           | 12.78     |           |
| 06/2021        |    | 003721                         | 00     | 07/19/2021      | 604-1320-413.52-20 | STAPLS7332555599000002   | EFT:           | 57.02     |           |
| 06/2021        |    | 003722                         | 00     | 07/19/2021      | 604-1320-413.52-20 | STAPLS7332555599000003   | EFT:           | 17.89     |           |
| 06/2021        |    | 003764                         | 00     | 07/19/2021      | 604-1320-413.52-04 | OREILLY AUTO PARTS 354   | EFT:           | 11.92     |           |
| VENDOR TOTAL * |    |                                |        |                 |                    |                          | .00            | 36,558.67 |           |
| 0004316        | 00 | SITEIMPROVE, INC               |        |                 |                    |                          |                |           |           |
| US-2632        |    | 004001                         | 00     | 07/23/2021      | 602-1340-413.47-05 | SUBSCRIPTION SERVICE FEE | EFT:           | 4,301.97  |           |
| VENDOR TOTAL * |    |                                |        |                 |                    |                          | .00            | 4,301.97  |           |
| 0001709        | 00 | SPRINT                         |        |                 |                    |                          |                |           |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 001-1120-411.40-03 | MONTHLY BILLING          | EFT:           | 77.08     |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 001-1140-411.40-03 | MONTHLY BILLING          | EFT:           | 38.54     |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 001-1305-413.40-03 | MONTHLY BILLING          | EFT:           | 48.54     |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 001-3110-431.40-03 | MONTHLY BILLING          | EFT:           | 106.60    |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 001-3116-431.40-03 | MONTHLY BILLING          | EFT:           | 5.52      |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 001-3120-431.40-03 | MONTHLY BILLING          | EFT:           | 155.62    |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 001-3130-431.40-03 | MONTHLY BILLING          | EFT:           | 38.54     |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 001-6105-461.40-03 | MONTHLY BILLING          | EFT:           | 241.24    |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 001-6120-461.40-03 | MONTHLY BILLING          | EFT:           | 319.31    |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 001-7120-471.40-03 | MONTHLY BILLING          | EFT:           | 94.12     |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 501-4110-441.40-03 | MONTHLY BILLING          | EFT:           | 192.70    |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 501-4120-441.40-03 | MONTHLY BILLING          | EFT:           | 170.85    |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 501-4130-441.40-03 | MONTHLY BILLING          | EFT:           | 152.51    |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 521-4220-442.40-03 | MONTHLY BILLING          | EFT:           | 114.12    |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 521-4220-442.40-03 | MONTHLY BILLING          | EFT:           | 10.00     |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 521-4230-442.40-03 | MONTHLY BILLING          | EFT:           | 27.04     |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 531-4320-443.40-03 | MONTHLY BILLING          | EFT:           | 242.60    |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 531-4330-443.40-03 | MONTHLY BILLING          | EFT:           | 164.16    |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 602-1340-413.40-03 | MONTHLY BILLING          | EFT:           | 857.08    |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 603-3150-431.40-03 | MONTHLY BILLING          | EFT:           | 38.54     |           |
| 403233312-235  |    | 003992                         | 00     | 07/23/2021      | 604-1320-413.40-03 | MONTHLY BILLING          | EFT:           | 187.94    |           |
| VENDOR TOTAL * |    |                                |        |                 |                    |                          | .00            | 3,282.65  |           |
| 0004785        | 00 | SUMNERONE, INC                 |        |                 |                    |                          |                |           |           |
| 2919847        |    | 003992                         | 00     | 07/23/2021      | 501-4110-441.43-02 | MONTHLY BILLING          | EFT:           | 75.06     |           |
| VENDOR TOTAL * |    |                                |        |                 |                    |                          | .00            | 75.06     |           |
| 0000203        | 00 | SUPERIOR BOWEN ASPHALT, L.L.C. |        |                 |                    |                          |                |           |           |
| 30187          |    | 003992                         | 00     | 07/23/2021      | 117-3120-431.43-06 | PATCHING                 | EFT:           | 427.06    |           |
| 30209          |    | 003992                         | 00     | 07/23/2021      | 117-3120-431.43-06 | PATCHING                 | EFT:           | 392.16    |           |
| VENDOR TOTAL * |    |                                |        |                 |                    |                          | .00            | 819.22    |           |
| 0004984        | 00 | SUPERIOR EXCAVATING, LLC       |        |                 |                    |                          |                |           |           |
| 3-WW1905       |    | PI0419                         | 007530 | 00              | 01/29/2021         | 403-4330-443.62-10       | SANITARY SEWER | EFT:      | 21,605.67 |
| VENDOR TOTAL * |    |                                |        |                 |                    |                          | .00            | 21,605.67 |           |
| 0004635        | 00 | TEST SMARTLY LABS              |        |                 |                    |                          |                |           |           |

PROGRAM: GM339L

AS OF: 07/23/2021

PAYMENT DATE: 07/23/2021

CITY OF GARDNER

| VEND NO   | SEQ# | VENDOR NAME                  |      |     |            |                    |                           |                 | EFT, EPAY OR |
|-----------|------|------------------------------|------|-----|------------|--------------------|---------------------------|-----------------|--------------|
| INVOICE   |      | VOUCHER                      | P.O. | BNK | CHECK/DUE  | ACCOUNT            | ITEM                      | CHECK           | HAND-ISSUED  |
| NO        |      | NO                           | NO   |     | DATE       | NO                 | DESCRIPTION               | AMOUNT          | AMOUNT       |
| 0004635   | 00   | TEST SMARTLY LABS            |      |     |            |                    |                           |                 |              |
| 17093     |      | 003989                       |      | 00  | 07/23/2021 | 601-1230-412.31-15 | SEASONAL DRUG TEST        | EFT:            | 96.00        |
|           |      |                              |      |     |            |                    | VENDOR TOTAL *            | .00             | 96.00        |
| 0000407   | 00   | TOMPKINS INDUSTRIES, INC.    |      |     |            |                    |                           |                 |              |
| 404863715 |      | 003693                       |      | 00  | 07/23/2021 | 501-4120-441.52-12 | GENERATOR REPAIRS         | EFT:            | 4.98         |
|           |      |                              |      |     |            |                    | VENDOR TOTAL *            | .00             | 4.98         |
| 0099999   | 00   | TREY MORGAN HASTINGS         |      |     |            |                    |                           |                 |              |
| 095549    |      | 003431                       |      | 00  | 07/02/2021 | 001-0000-228.30-00 | CASH BOND REFUND          | CHECK #: 129495 | 300.00-      |
|           |      |                              |      |     |            |                    | VENDOR TOTAL *            | .00             | 300.00-      |
| 0002484   | 00   | US FOOD SERVICE              |      |     |            |                    |                           |                 |              |
| 3395210   |      | 003989                       |      | 00  | 07/23/2021 | 001-6130-461.52-15 | CONCESSION FOOD           | EFT:            | 895.73       |
|           |      |                              |      |     |            |                    | VENDOR TOTAL *            | .00             | 895.73       |
| 0001126   | 00   | VALIDITY SCREENING SOLUTIONS |      |     |            |                    |                           |                 |              |
| 205854    |      | 003990                       |      | 00  | 07/23/2021 | 601-1230-412.31-15 | POST OFFER BACKGROUND CK  | EFT:            | 300.50       |
|           |      |                              |      |     |            |                    | VENDOR TOTAL *            | .00             | 300.50       |
| 0002540   | 00   | VF ANDERSON BUILDERS, LLC    |      |     |            |                    |                           |                 |              |
| 1-ED2001  |      | PI0418 007643                |      | 00  | 07/19/2021 | 531-4340-443.62-10 | CONSTRUCTION              | EFT:            | 426,244.50   |
|           |      |                              |      |     |            |                    | VENDOR TOTAL *            | .00             | 426,244.50   |
| 0000289   | 00   | VIKING INDUSTRIAL SUPPLY     |      |     |            |                    |                           |                 |              |
| 14455     |      | 003988                       |      | 00  | 07/23/2021 | 001-6120-461.52-01 | CELEBRATION PARK SUPPLIES | EFT:            | 238.30       |
|           |      |                              |      |     |            |                    | VENDOR TOTAL *            | .00             | 238.30       |
| 0000366   | 00   | WARDROBE CLEANERS INC.       |      |     |            |                    |                           |                 |              |
| 03351     |      | 003693                       |      | 00  | 07/23/2021 | 001-1330-413.52-20 | DRY CLEANING              | 25.00           |              |
|           |      |                              |      |     |            |                    | VENDOR TOTAL *            | 25.00           |              |
| 0003221   | 00   | WEX BANK                     |      |     |            |                    |                           |                 |              |
| 72770012  |      | 003693                       |      | 00  | 07/23/2021 | 501-4120-441.52-09 | FUEL                      | EFT:            | 414.70       |
| 72770012  |      | 003693                       |      | 00  | 07/23/2021 | 501-4130-441.52-09 | FUEL                      | EFT:            | 2,932.50     |
| 72770012  |      | 003693                       |      | 00  | 07/23/2021 | 521-4220-442.52-09 | FUEL                      | EFT:            | 164.21       |
| 72770012  |      | 003693                       |      | 00  | 07/23/2021 | 521-4230-442.52-09 | FUEL                      | EFT:            | 1,328.08     |
| 72770012  |      | 003693                       |      | 00  | 07/23/2021 | 531-4320-443.52-09 | FUEL                      | EFT:            | 782.76       |
| 72770012  |      | 003693                       |      | 00  | 07/23/2021 | 531-4330-443.52-09 | FUEL                      | EFT:            | 639.07       |
|           |      |                              |      |     |            |                    | VENDOR TOTAL *            | .00             | 6,261.32     |
| 0004137   | 00   | WINPRO SOLUTIONS, INC        |      |     |            |                    |                           |                 |              |
| 269590    |      | 003990                       |      | 00  | 07/23/2021 | 603-3150-431.42-01 | SUPPLIES                  | EFT:            | 99.81        |
|           |      |                              |      |     |            |                    | VENDOR TOTAL *            | .00             | 99.81        |
|           |      |                              |      |     |            |                    | HAND ISSUED TOTAL ***     |                 | 76,992.90    |
|           |      |                              |      |     |            |                    | EFT/EPAY TOTAL ***        |                 | 1,011,159.68 |
|           |      |                              |      |     |            |                    | TOTAL EXPENDITURES ****   | 7,808.62        | 1,088,152.58 |

PAGE 15

**PAYMENT DATE: 07/23/2021**

EFT, EPAY OR

EFT, EPAY OR

**,095,961.20**

## COUNCIL ACTION FORM

## CONSENT AGENDA ITEM NO. 3

**MEETING DATE:** AUGUST 2, 2021

**STAFF CONTACT:** JAMES BELCHER, POLICE CHIEF

---

**Agenda Item:** Consider authorizing the purchase of a laptop and accessories

**Strategic Priority:** Quality of Life, Asset Management

**Department:** Police

---

### **Staff Recommendation:**

Staff recommends purchasing a laptop, universal dock, and monitor using money in the Law Enforcement Trust Fund.

### **Background/Description of Item:**

In 2018, the Police Department purchased specialized software and cables to access data on mobile phones. Modern phones store a wide array of data, including but not limited to, text messages, social media posts, phone numbers, contact names and pictures. Data from phones is used heavily when prosecuting drug cases. Phone data is also used for prosecution in many other types of crimes, like sexual assault or fraud.

The software, Cellebrite, requires a considerable amount of computer processing. The software is currently housed on a 2018 desktop computer that was re-purposed after being removed from service. This computer does not have the appropriate processing speeds, resulting in longer phone processing times. Additionally, the computer is not mobile. All phones must be delivered to the station to be processed. Staff is requesting a new laptop and monitor that meets recommended specifications from Cellebrite. Detectives will be able to take the laptop to the scene to process phones, but will also be able to connect to the monitor at the Justice Center.

The use of data from cell phones has contributed to the seizure of money deposited in the Law Enforcement Trust Fund. Staff requests using this fund for computer purchase. The current balance of the trust fund is \$61,090.71.

### **Financial Impact:**

This purchase will have no impact on the budget as the funds are being requested from the Law Enforcement Trust Fund.

### **Attachments Included:**

- Laptop and Accessory Specifications

### **Suggested Motion:**

Authorize the City Administrator to purchase one (1) laptop, one (1) universal dock, and one (1) monitor not to exceed \$4,753.98


< View All Configurations(/En-Us/Work/Shop/Dell-Laptops-And-Notebooks/Xps-17-Laptop/Spd/Xps-17-9710-Laptop#Configurations\_section)









New XPS 17 Laptop

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**\$3,799.00**

 Price Match Guarantee

-  11th Generation Intel® Core™ i9-11900H (24MB Cache, up to 4.9 GHz, 8 cores)
-  Windows 10 Pro English  
(Dell recommends Windows 10 Pro for business)
-  NVIDIA® GeForce RTX™ 3060 6GB GDDR6 [70W]
-  64GB DDR4 3200MHz, 2x32GB
-  2TB M.2 PCIe NVMe Solid State Drive
-  Platinum Silver exterior, Black interior

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As low as \$114 /mo.^ (//www.dell.com/en-us/work/lp/dell-business-credit#Terms) | Apply for credit (//www.dell.com/Financing/Comm/dbcmarcom?ptype=dbc&dfsref=dbc&returnurl=)

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|----------------------------|------------------------------------|--|

New XPS 17 Laptop

Customize

**Processor** Help Me Choose (//www.dell.com/en-us/work/shop/help-me-choose/cp/hmc-intel-processor-xps)

|   |                   |
|---|-------------------|
| 11th Generation Intel® Core™ i9-11900H (24MB Cache, up to 4.9 GHz, 8 cores) | Included in price |
|---|-------------------|



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34 Curved USB-C Monitor: P3421W

# Dell 34 Curved USB-C Monitor – P3421W

★★★★★ 4.5 (195)



Focus like never before on this immersive, curved monitor with a WQHD screen, improved cable management and up to 65W of power delivery.

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Dell Universal Dock - D6000

## Dell Universal Dock - D6000

★★★★★ 3.8 (1561)



Model **D6000**

D3100

**D6000**

Conveniently dock any laptop equipped with USB-C or USB 3.0 ports with the Dell Universal Dock - D6000. You'll be able to connect up to three 4K displays and charge a USB-C laptop up to 65W simultaneously.

Estimated Value ~~\$324.99~~

**264.99**

## COUNCIL ACTION FORM

## CONSENT AGENDA ITEM NO. 4

**MEETING DATE:** AUGUST 2, 2021

**STAFF CONTACT:** GONZ GARCIA, UTILITIES DIRECTOR

---

**Agenda Item:** Consider authorizing the execution of a contract with Ford Hall Company for Kill Creek WRRF Clarifier Improvements

**Strategic Priority:** Infrastructure and Asset Management

**Department:** Utilities – Wastewater Division

---

**Board/Commission Recommendation:**

On July 1, 2021, the Utility Advisory Commission approved a recommendation to City Council for awarding a contract to Ford Hall Company in the amount of \$33,920.00 for the Kill Creek WRRF Clarifier Improvements.

**Staff Recommendation:**

Staff recommends that the City Council authorize the City Administrator to execute a contract with Ford Hall Company for the Kill Creek WRRF Clarifier Improvements in the amount not to exceed \$33,920.00.

**Background/Description of Item:**

The Kill Creek Water Resource Recovery Facility has been in operation for approximately 20 years. As part of the treatment process, the facility uses a Weir Wolf Automated Cleaning System manufactured by Ford Hall Company on both mechanical clarifiers. This proprietary cleaning system was part of the original design of the plant. This system cleans the algae buildup off the channels and v-notch weirs, prior to the effluent going to the UV system. Effluent water then discharges to Kill Creek, a tributary of the Kansas River.

The proposed cleaning system will reduce the amount of algae and TSS “total suspended solids” while providing clean water before reaching the UV disinfection and recycled water process. This system will ensure continued compliance with Kill Creek’s KDHE water pollution control permit.

Ford Hall was the original manufacture of this proprietary system used at Kill Creek. Staff contacted Ford Hall for a proposal on the replacement of all brushes, arms and equipment associated with the Weir Wolf Cleaning System. This Weir system is a proprietary system only provided by the Ford Hall Company. Utilities staff has reviewed the proposal presented by Ford Hall Company and agree the equipment provided meet or exceed all of the original requirements.

**Financial Impact:**

Funding for the project is available from Wastewater Fund 2021 Budget.

**Attachments included:**

- a. July 1, 2021 UAC Staff Report
- b. July 1, 2021 UAC Meeting Minutes Excerpt
- c. Ford Hall Company Proposal for Clarifier improvements.

**Suggested Motion:**

Authorize the City Administrator to execute a contract with Ford Hall Company for Kill Creek WRRF Clarifier Improvements in an amount not to exceed \$33,920.00

## **UTILITY ADVISORY COMMISSION**

### **STAFF REPORT**

### **NEW BUSINESS ITEM No. 1**

**MEETING DATE: JULY 1ST, 2021**

**STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR**

---

**AGENDA ITEM:** Consider a recommendation to City Council for awarding a contract to Ford Hall Company in the amount of \$33,920 for the Kill Creek WRRF Clarifier improvements, Project No. WW1904.

---

#### **Background:**

The Kill Creek Water Resource Recovery Facility has been in operation for approximately 20 years. As part of the treatment process, the facility uses a Weir Wolf Automated Cleaning System manufactured by Ford Hall Company on both mechanical clarifiers. This proprietary cleaning system was part of the original design of the plant. This system cleans the algae buildup off the channels and v-notch weirs, prior to the effluent going to the UV system. Effluent water then discharges to Kill Creek, a tributary of the Kansas River.

The proposed cleaning System will reduce the amount of algae and TSS “total suspended solids” while providing clean water before reaching the UV disinfection and recycled water process. This system will ensure continued compliance with Kill Creek’s KDHE water pollution control permit.

#### **Process:**

Ford Hall was the original manufacture of this proprietary system used at Kill Creek. Staff contacted Ford Hall Company for a proposal on a turnkey replacement of all brushes, arms and equipment associated with the Weir Wolf Cleaning System. This Weir system is a proprietary system only provided by the Ford Hall Company.

Utilities staff has reviewed the proposals presented by Ford Hall Company and agree the equipment provided meet and exceed all of the original requirements.

#### **Staff and Committee Recommendation:**

Consider a recommendation to the City Council for awarding a contract to Ford Hall Company in the amount of \$33,920 for the Kill Creek WRRF Clarifier improvements, Project No. WW1904.

#### **Attachments:**

- Ford Hall Company Proposal for Clarifier improvements.
- Weir-Wolf System Brochure

**RECORD OF PROCEEDINGS  
OF THE UTILITY ADVISORY COMMISSION  
GARDNER, KANSAS**

Page No. 2021-16  
July 1, 2021

The Utilities Advisory Commission of Gardner, Kansas, met in Regular Session on July 1, 2021, at City Hall. Present were Chairperson Kristina Harrison, Vice-Chairperson Jake Wells, Commissioner Gary Williams, Commissioner Barbara Coleman, Commissioner Bryce Augustine, Utilities Department Director Gonzalo Garcia, Kill Creek WRRF Superintendent Scott Millholland, Administrative Assistant Erin Groh, and one member of the public.

**CALL TO ORDER**

The meeting was called to order at 7:00 p.m. by Chairperson Kristina Harrison.

**PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

- 1. Standing approval of the minutes as written for the June 3, 2021, meeting of the Utility Advisory Commission.**

Motion by Commissioner Augustine, seconded by Commissioner Coleman, to approve the Consent Agenda.

Motion carried 5-0 Aye

**NEW BUSINESS**

- 1. Consider a recommendation to the City Council to award a contract to Ford Hall Company in the amount of \$33,920.00 for the Kill Creek WRRF Clarifier improvements, Project No. WW1904.**

Kill Creek Water Resource Recovery Facility Superintendent Scott Millholland presented the staff report. Millholland explained that as part of the treatment process, the facility uses a Weir Wolf Automated Cleaning System manufactured by Ford Hall Company on both mechanical clarifiers. The proprietary cleaning system was part of the original design of the plant. This system cleans the algae buildup off the channels and v-notch weirs prior to the effluent going to the UV system. Effluent water then discharges to Kill Creek, a tributary of the Kansas River. The proposed cleaning system will reduce the amount of algae and TSS "total suspended solids" while providing clean water before reaching the UV disinfection and recycled water process. This system will ensure continued compliance with Kill Creek's KDHE water pollution control permit. Staff contacted the Ford Hall Company for a proposal on a turnkey replacement of all brushes, arms and equipment associated with the Weir Wolf Cleaning System. Utilities staff has reviewed the proposals presented by Ford Hall Company and agree the equipment provided meet and exceed all of the original requirements.

Motion by Commissioner Coleman, seconded by Commissioner Augustine, to forward the recommendation to the City Council to award a contract to the Ford Hall Company in an amount of \$33,920.00 for the Kill Creek WRRF Clarifier improvements, Project No. WW1904.

Motion carried 5-0 Aye

|   |                         |  |
|---|-------------------------|--|
| <b>FORD HALL CO INC</b><br>WEIR WOLF automated cleaning system<br>PO Box 2110 Richmond KY 40476<br>859-624-1077 | Wednesday, May 26, 2021 | Project: <u>Kill Creek WWTP</u><br><u>KS</u> |
|---|-------------------------|--|

|  |              |             |                           |                    |                     |                |                    |
|--|--------------|-------------|---------------------------|--------------------|---------------------|----------------|--------------------|
| Model:   | SBDWL-003    |             |                           |                    |                     |                |                    |
| Inner Baffle   | Outer Baffle | Inner Weirs | Outer Weirs               | Vertical Spillways | Inner Launder Wall  | Bottom Launder | Outer Launder Wall |
| X  | X            | X           | X                         | X                  | X                   | X              | X                  |
| Materials  |              |             | 316 Stainless Steel       |                    | 304 Stainless Steel |                |                    |
| Attachment Sleeve  |              |             |                           |                    | X                   |                |                    |
| Mainframe  |              |             |                           |                    | X                   |                |                    |
| Brush Arm  |              |             |                           |                    | X                   |                |                    |
| Brush Holders  |              |             | X                         |                    |                     |                |                    |
| Springs  |              |             | X                         |                    |                     |                |                    |
| Effluent and Scum Box Ramps  |              |             |                           |                    | X                   |                |                    |
| Brushes  |              |             | Polypropylene (Red/Black) |                    |                     |                |                    |
|  |              |             |                           |                    |                     |                |                    |
| Installation   |              |             |                           |                    |                     |                | INCLUDED           |
| Fully Installed - Turnkey Installation by FHC Certified Technicians. Includes tools, field installation, start up testing, certification and Training. up to Two (2) days per clarifier. Startup testing, certification and training must be completed during the Two (2) days per clarifier the FHC technician is onsite. |              |             |                           |                    |                     |                | INCLUDED           |
| Attachment Sleeve & Mainframe & Effluent Discharge Ramps will be inspected & possibly reused but are included with FIVE YEAR WARRANTY... Once THE FORD HALL Turn Key Install is Complete.  |              |             |                           |                    |                     |                | INCLUDED           |
| Based on (1) Mobilization (611 miles one way) for the total job.   |              |             |                           |                    |                     |                |                    |
| The Weir-Wolf equipment is covered by a five (5) years parts warranty and a one (1) year labor warranty (excluding brushes.)   |              |             |                           |                    |                     |                |                    |

|                |   |                 |
|----------------|---|-----------------|
| <b>TWO (2)</b> | <b>CUSTOM DESIGNED WEIR-WOLF SYSTEM \$16,960 each</b> | <b>\$33,920</b> |
|----------------|---|-----------------|

X indicates option included in quote.

The Weir-Wolf system requires "L- shaped" upper scum baffle brackets. Price assumes clarifier is completely free of obstructions around the entire periphery of the clarifier and is compatible with the Weir-Wolf system. If the system cannot be welded to the skimmer arm additional materials and fees will be assessed.

Price does not include any taxes, licenses, prevailing wage requirements nor fees (if applicable). Where sales taxes are applicable, it shall be paid directly to the state by the buyer. Our terms of payment are NET payable upon receipt of invoice. This quote will remain in effect for ninety (90) days. All Prices are in US Dollars.

## COUNCIL ACTION FORM

## CONSENT AGENDA ITEM NO. 5

**MEETING DATE:** AUGUST 2, 2021

**STAFF CONTACT:** MATTHEW WOLFF, FINANCE DIRECTOR

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**Agenda Item:** Consider a funding request from the Southwest Johnson County Economic Development Corporation for a portion of a marketing campaign

**Strategic Priority:** Promote Economic Development

**Department:** Finance

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### **Background/Description of Item:**

Greg Martinette, President and CEO of Southwest Johnson County EDC (SWJOCO EDC), is requesting the use of funds from the Economic Development Fund for a portion of a marketing campaign focused on Gardner. The SWJOCO EDC entered into a sponsorship agreement with the Kansas City Royals Baseball Club, LLC, for a series of radio advertisements promoting Gardner at a cost of \$35,000. The advertising campaign included 100 in-game spots and 25 network pre/postgame spots. The SWJOCO EDC is now requesting a contribution from the City in the amount of \$30,000.

Per Charter Ordinance No.18, the Economic Development Council is responsible for making recommendations concerning the programs and expenditures for economic development promotion. On July 14, the Economic Development Council met to discuss the Economic Development Fund and the funding request from the SWJOCO EDC. The Economic Development Council reached a consensus to recommend using transient guest tax funds to pay for a portion of the marketing campaign expenses.

### **Financial Impact:**

The funding request from the Southwest Johnson County EDC is for \$30,000. Funding for this request would come from the Economic Development Fund (Transient Guest Tax).

### **Suggested Motion:**

Authorize the City Administrator to execute payment to the Southwest Johnson County Economic Development Corporation in the amount of \$30,000 for marketing services.

## COUNCIL ACTION FORM

## NEW BUSINESS ITEM No. 1

**MEETING DATE:** AUGUST 2, 2021

**STAFF CONTACT:** MATTHEW WOLFF, FINANCE DIRECTOR

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**Agenda Item:** Consider adopting an ordinance authorizing the issuance and delivery of \$4,710,000 principal amount of General Obligation Refunding and Improvement Bonds, Series 2021A, of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal and interest on the bonds as they become due

**Strategic Priority:** Fiscal Stewardship

**Department:** Finance

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### **Staff Recommendation:**

Staff recommends adopting an ordinance authorizing the issuance and delivery of \$4,710,000 principal amount of General Obligation Refunding and Improvement Bonds, Series 2021A, of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal and interest on the bonds as they become due.

### **Background/Description of Item:**

At the July 6, 2021 meeting, the Governing Body approved Resolution No. 2087 authorizing the offer for sale of General Obligation Refunding and Improvement Bonds, Series 2021A.

The estimated \$4,710,000 principal amount of the 2021A bonds is to pay the cost to construct certain sewerage system improvements (remove existing belt/install new screw press and replace the UV disinfection system), to refund the callable Series 2011A and Series 2012A bonds to achieve an estimated \$176,600 in future interest cost savings and to refund 2019C Temporary Notes in order to permanently finance the improvements related to the Plaza South Special Benefit District.

Under Kansas law, general obligation bonds are required to be authorized by an ordinance of the City. The attached ordinance authorizes the issuance of the bonds, describes the security for the bonds (general obligations of the City backed by the City's full faith and credit), includes a covenant by the City to comply with applicable federal tax requirements to maintain the tax-exempt status of the bonds, and authorizes the further details of the bonds to be included in a resolution of the City. *(Approval of the referenced resolution is the next council action after approving this ordinance.)*

Some information that will be included in the final version of this ordinance (and the following resolution) is not available until after bids are received and the determination of the best bid is made. The information that is obtained from the best bid is bracketed or left blank. At the meeting, staff will notify the Governing Body of the amounts to include in the ordinance and resolution before the Governing Body considers approval of either.

At the meeting, staff will present the credit rating the City received from Standard & Poor's Ratings Services and the bids from the sale. Municipal Advisor Bruce Kimmel of Ehlers and Bond Counsel Tyler Ellsworth of Kutak Rock will be at the meeting to answer any questions.

**Financial Impact:**

- Wastewater System Improvements – Future debt service payments will come from the Wastewater Fund. The estimated debt service is \$90,100 each year for a term of 10 years.
- 2011A Bonds Refunding – The refunding of the 2011A Bonds will result in approximately \$78,600 in interest savings.
- 2012A Bonds Refunding – The refunding of the 2012A Bonds will result in approximately \$98,000 in interest savings.
- 2019C Temporary Note Refunding (Plaza South) –The bond proceeds will be used to pay off the temporary notes. Special Assessments will be levied against the property for the repayment of the bonds.

**Attachments Included:**

- Ordinance No. 2712

**Suggested Motion:**

Adopt Ordinance No. 2712, an ordinance authorizing the issuance and delivery of \$4,710,000 principal amount of General Obligation Refunding and Improvement Bonds, Series 2021A, of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due

## **ORDINANCE NO. 2712**

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND DELIVERY OF \$4,710,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021A, OF THE CITY OF GARDNER, KANSAS; AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE.**

**WHEREAS**, the City of Gardner, Kansas (the “City”), is a city of the second class, created, organized and existing under the laws of the State of Kansas (the “State”);

**WHEREAS**, the City has previously authorized and issued its General Obligation Bonds, Series 2011A, dated September 8, 2011, in the original principal amount of \$1,325,000 (the “Series 2011A Bonds”), and currently outstanding in the principal amount of \$820,000;

**WHEREAS**, the City has previously authorized and issued its General Obligation Bonds, Series 2012A, dated February 1, 2012, in the original principal amount of \$3,995,000 (the “Series 2012A Bonds”), and currently outstanding in the principal amount of \$2,480,000;

**WHEREAS**, in order to achieve interest cost savings and to provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and its inhabitants to refund prior to their maturity the Series 2011A Bonds maturing in the years 2022 through 2031 and the Series 2012A Bonds maturing in the years 2022 through 2032 (such maturities of the Series 2011A Bonds and the Series 2012A Bonds are herein referred to collectively as the “Refunded Bonds”);

**WHEREAS**, the City is authorized by K.S.A. 10-427 *et seq.*, as amended, to issue general obligation refunding bonds of the City for the purpose of refunding the Refunded Bonds;

**WHEREAS**, pursuant to K.S.A. 10-123 and K.S.A. 12-6a01 *et seq.*, the City has also previously issued its General Obligation Temporary Notes, Series 2019C, in the original principal amount of \$1,130,000 (the “Series 2019C Notes”), to provide interim financing for certain infrastructure improvements in connection with the Plaza South Special Benefit District;

**WHEREAS**, pursuant to K.S.A. 12-617 and 12-618, and other provisions of the laws of the State applicable thereto, by proceedings had, the Governing Body of the City has caused certain sewer system improvements at the City’s Kill Creek Water Resource Recovery Facility to be made in the City (together with the improvements financed by the Series 2019C Notes, the “Improvements”);

**WHEREAS**, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body of the City now finds and determines that the total cost of the Improvements and related expenses excluding prepaid special assessments, if any, are at least 1,605,000;

**WHEREAS**, pursuant to K.S.A. 12-617 and 12-618 and K.S.A 12-6a01 *et seq.*, the Governing Body of the City is authorized to issue general obligation bonds of the City to pay the costs of the Improvements and redemption of the Series 2019C Notes;

**WHEREAS**, the Governing Body of the City has advertised the sale of its general obligation bonds in accordance with law and, at a meeting held in the City on this date, will award the sale of such bonds to the lowest bidder; and

**WHEREAS**, the Governing Body of the City finds and determines that it is necessary for the City to authorize the issuance and delivery of its general obligation bonds in the principal amount of \$4,710,000 to pay, along with other available funds of the City, the costs of the Improvements, redemption of the Series 2019C Notes, and refunding the Refunded Bonds, including the costs of issuance of the Bonds (as herein defined);

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS, AS FOLLOWS:**

**Section 1. Definitions of Words and Terms.**

**“Bond and Interest Fund”** means the Bond and Interest Fund of the City for its general obligation bonds.

**“Bonds”** means the City’s General Obligation Refunding and Improvement Bonds, Series 2021A, authorized by this Ordinance in the aggregate principal amount of \$4,710,000, and dated August 26, 2021.

**“City”** means the City of Gardner, Kansas.

**“City Clerk”** means the appointed and acting City Clerk or, in the City Clerk’s absence, the appointed acting City Clerk of the City.

**“City Treasurer”** means the appointed and acting City Treasurer or, in the City Treasurer’s absence, the appointed acting City Treasurer of the City.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

**“Improvements”** means the improvements referred to in the recitals to this Ordinance or any Substitute Improvements, as defined in the Resolution.

**“Mayor”** means the elected and acting Mayor of the City or, in the Mayor’s absence, the appointed acting Mayor of the City.

**“Ordinance”** means this Ordinance of the City authorizing the issuance of the Bonds.

**“Refunded Bonds”** means the Refunded Bonds described in the recitals to this Ordinance.

**“Resolution”** means the Resolution of the City containing the terms and details of the Bonds.

**“Series 2019C Notes”** means the Series 2019C Notes as described in the recitals to this Ordinance.

**“State”** means the State of Kansas.

**Section 2. Authorization of and Security for the Bonds.** There shall be issued and are authorized and directed to be issued the Bonds of the City, in the principal amount of \$4,710,000, for the purpose of providing funds, along with other available funds of the City, to pay the costs of the Improvements, redeem the Series 2019C Notes, and refund the Refunded Bonds, including payment of the costs of issuance of the Bonds.

The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

**Section 3. Terms, Details and Conditions of the Bonds.** The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such form, shall be subject to redemption and payment prior to maturity and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Resolution adopted by the Governing Body of the City.

**Section 4. Levy and Collection of Annual Tax.** The Governing Body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, and the proceeds derived from the taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time the taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is authorized and directed to pay the principal or interest out of the general funds of the City and to reimburse the general funds for money so expended when the taxes and/or assessments are collected.

**Section 5. Tax Covenants.** The City covenants and agrees that: (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the

Bonds; (2) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds; (3) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued; (4) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code; and (5) it will not use or permit the use of any proceeds of the Bonds or any other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond” as described in the Code.

**Section 6. Further Authority.** The Mayor, Finance Director, City Clerk and other City officials are further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make alterations, changes or additions in the agreements, statements, instruments and other documents approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 7. Governing Law.** This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 8. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication in the official City newspaper.

*(Remainder of Page Intentionally Left Blank)*

**PASSED** by the Governing Body of the City on August 2, 2021.

**APPROVED** by the Mayor on August 2, 2021.

**CITY OF GARDNER, KANSAS**

(Seal)

\_\_\_\_\_  
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## COUNCIL ACTION FORM

## NEW BUSINESS ITEM NO. 2

**MEETING DATE:** AUGUST 2, 2021

**STAFF CONTACT:** MATTHEW WOLFF, FINANCE DIRECTOR

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**Agenda Item:** Consider adopting a resolution prescribing the form and details of and authorizing the delivery of \$4,710,000 principal amount of General Obligation Refunding and Improvement Bonds, Series 2021A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City

**Strategic Priority:** Fiscal Stewardship

**Department:** Finance

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### **Staff Recommendation:**

Staff recommends adopting a resolution prescribing the form and details of and authorizing the delivery of \$4,710,000 principal amount of General Obligation Refunding and Improvement Bonds, Series 2021A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City.

### **Background/Description of Item:**

Following the passing of the ordinance authorizing the issuance and delivery of the bonds, this resolution is the second step to complete the transactions for the sale of the bonds.

The resolution provides the details of the bond issue including such items as the principal and interest payment dates and amounts, the rate of interest, identification of the paying agent and bond registrar (the State Treasurer of Kansas), optional redemption rights, bond registration and transfer provisions and similar information relating to the mechanics of how the bond issue works. The resolution also provides for the creation of certain funds and accounts relating to bond proceeds and money used to pay the debt service on the bonds and includes provisions relating to the administration of such funds and accounts. The resolution further describes the rights and limitations of rights of the owners of the bonds and provides an agreement by the City to disclose certain information to the marketplace about the events relating to the bonds and the City's financial and operating data as long as the bonds remain outstanding.

As noted previously, some information that will be included in the final version of the resolution is not available until after bids are received and the determination of the best bid is made. The information that is obtained from the best bid is bracketed or left blank in the resolution included in the agenda packet and will be completed after the bond sale. At the meeting, staff will notify the Governing Body of the amounts to include in the resolution before the Governing Body considers approval.

The attached resolution authorizes all preparations to facilitate sale and issuance of the bonds.

Bond Counsel Ellsworth and Municipal Advisor Kimmel will be present at the meeting to answer any questions.

### **Financial Impact:**

- Wastewater System Improvements – Future debt service payments will come from the Wastewater Fund. The estimated debt service is \$90,100 each year for a term of 10 years.

- 2011A Bonds Refunding – The refunding of the 2011A Bonds will result in approximately \$78,600 in interest savings.
- 2012A Bonds Refunding – The refunding of the 2012A Bonds will result in approximately \$98,000 in interest savings.
- 2019C Temporary Note Refunding (Plaza South) –The bond proceeds will be used to pay off the temporary notes. Special Assessments will be levied against the property for the repayment of the bonds.

**Attachments Included:**

- Resolution No. 2089

**Suggested Motion:**

Adopt Resolution No. 2089, a resolution prescribing the form and details of and authorizing the delivery of \$4,710,000 principal amount of General Obligation Refunding and Improvement Bonds, Series 2021A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City.

## **RESOLUTION NO. 2089**

### **A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING THE DELIVERY OF \$4,710,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021A, OF THE CITY OF GARDNER, KANSAS, PREVIOUSLY AUTHORIZED BY AN ORDINANCE OF THE CITY.**

**WHEREAS**, the City of Gardner, Kansas (the “City”), has passed the Ordinance (as herein defined) authorizing the issuance of the Bonds (as herein defined); and

**WHEREAS**, the Ordinance authorized the Governing Body of the City to adopt a resolution prescribing certain details and conditions of, and to make certain covenants with respect to, the issuance of the Bonds;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS, AS FOLLOWS:**

#### **ARTICLE I DEFINITIONS**

##### **Section 1.01. Definitions of Words and Terms.**

“**Act**” shall mean the Constitution and Statutes of the State including, but not limited to, K.S.A. 10-427 *et seq.*, K.S.A. 12-617 and 12-618, and K.S.A. 12-6a01 *et seq.*, all as amended or supplemented.

“**Authorized Costs**” means the amount of expenditures for an improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding general obligation bonds and outstanding notes issued to pay for such improvement and Costs of Issuance of the Bonds, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Authorized Costs and (b) any Authorized Costs which have been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed under State and federal law.

“**Authorized Denominations**” means \$5,000 and any integral multiple thereof.

“**Authorized Investments**” means those investments authorized by K.S.A. 10-131, as amended and supplemented, and by other provisions of State law applicable to the City.

“**Beneficial Owner**” means any Person who (a) has the power directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any book-entry bond (including persons holding book-entry bonds through nominees, depositories or other intermediaries), or (b) is treated as owner of any book-entry bond for federal income tax purposes.

“**Bond and Interest Fund**” means the Bond and Interest Fund of the City for its general obligation bonds.

**“Bond Counsel”** means the firm of Kutak Rock LLP, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

**“Bond Insurer”** means any issuer of a Municipal Bond Insurance Policy, if such an issuer is described on *Exhibit B* to this Resolution.

**“Bond Register”** means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

**“Bond Registrar”** means the State Treasurer, Topeka, Kansas, and any successors and assigns.

**“Bonds”** means the City’s General Obligation Refunding and Improvement Bonds, Series 2021A, in the aggregate principal amount of \$4,710,000, and dated August 26, 2021.

**“Business Day”** means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operation.

**“Cede & Co.”** shall mean Cede & Co., as nominee of The Depository Trust Company, New York, New York.

**“City”** means the City of Gardner, Kansas.

**“City Clerk”** means the appointed and acting City Clerk of the City or, in the City Clerk’s absence, the appointed acting City Clerk of the City.

**“City Treasurer”** means the appointed and acting City Treasurer of the City or, in the City Treasurer’s absence, the appointed acting City Treasurer of the City.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

**“Costs of Issuance”** shall mean all costs of issuing the Bonds, including all publication, preparation, signing and mailing expenses, registration fees, all legal fees and expenses of Bond Counsel and other legal counsel, all fees and expenses of the municipal advisor, all expenses incurred in connection with receiving a rating on the Bonds, and all fees of the Attorney General of the State.

**“Costs of Issuance Account”** means the account by that name created in Section 5.01.

**“Costs of Issuance Deposit”** means the amount of proceeds of the Bonds to be used to pay the Costs of Issuance of the Bonds as set forth on *Exhibit B*.

**“Defaulted Interest”** means interest on any Bond which is payable but not paid on any Interest Payment Date.

**“Existing Notes”** means the Series 2019C Notes.

**“Final Official Statement”** means the final official statement prepared by the City or its representatives in connection with the sale of the Bonds and delivered to the Original Purchaser within seven Business Days after the sale of the Bonds in accordance with the SEC Rule. The Final Official Statement includes the information in the Preliminary Official Statement as supplemented or amended.

**“Improvement Fund”** means the fund by that name created in Section 5.01.

**“Improvements”** means the improvements referred to in the recitals to the Ordinance or any Substitute Improvements, as defined in this Resolution.

**“Interest Payment Dates”** means April 1 and October 1 of each year, commencing April 1, 2022.

**“Letter of Instructions”** means the Arbitrage Letter of Instructions (dated as of the date of issuance of the Bonds) attached to the City’s Closing Certificate to be delivered at the time of issuance and delivery of the Bonds relating to certain matters within the scope of Section 148 of the Code, as the same may be amended or supplemented in accordance with its terms.

**“Maturity”** when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as provided therein, whether at the Stated Maturity or call for redemption or otherwise.

**“Mayor”** means the elected and acting Mayor of the City or, in the Mayor’s absence, the appointed or acting Mayor of the City.

**“Municipal Bond Insurance Policy”** shall mean, if applicable, the municipal bond insurance policy issued by the Bond Insurer insuring the payment when due of the principal of and interest on the Bonds.

**“Ordinance”** means the ordinance of the City authorizing the issuance of the Bonds as further described on *Exhibit B* to this Resolution.

**“Original Purchaser”** means the original purchaser of the Bonds described on *Exhibit B* to this Resolution.

**“Outstanding”** means as of a particular date of determination, all Bonds authenticated and delivered under the provisions of this Resolution, except:

(a) Bonds canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to this Resolution;

(b) Bonds for the payment or redemption of which moneys or investments have been deposited in accordance with Article XI of this Resolution; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Resolution.

**“Owner”** when used with respect to any Bond means the Person in whose name such Bond is registered on the registration books of the Bond Registrar.

**“Participants”** shall mean those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**“Paying Agent”** means the State Treasurer, Topeka, Kansas, and any successors and assigns.

**“Person”** means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision or other public body.

**“Preliminary Official Statement”** means the Preliminary Official Statement which was prepared by the City and its advisors in connection with the sale of the Bonds and distributed to potential purchasers of the Bonds before the Final Official Statement, as described in the SEC Rule, was made available.

**“Principal and Interest Account”** means the account by that name created in Section 5.01.

**“Purchase Price”** means the original purchase price of the Bonds described on *Exhibit B* to this Resolution.

**“Rebate Fund”** means the fund by that name created in Section 5.01.

**“Record Dates”** for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of each month preceding such Interest Payment Date.

**“Redemption Date”** when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Resolution.

**“Redemption Fund”** means the fund by that name created in Section 5.01.

**“Redemption Price”** when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**“Refunded Bonds”** means the Refunded Bonds as defined in the Ordinance.

**“Refunded Bonds Deposit”** means the amount of proceeds of the Bonds to be used to refund the Refunded Bonds and the Existing Notes as set forth on *Exhibit B*.

**“Replacement Bonds”** shall mean Bonds issued to the Beneficial Owners of the Bonds in accordance with Section 2.04 of this Resolution.

**“Resolution”** means this resolution relating to the Bonds.

**“SEC Rule”** means the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. Section 240.15c2-12).

**“Securities Depository”** means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

**“Series 2011A Bonds”** means the City’s General Obligation Bonds, Series 2011A, dated September 8, 2011.

**“Series 2012A Bonds”** means the City’s General Obligation Bonds, Series 2012A, dated February 1, 2012.

**“Series 2019C Notes”** means the City’s General Obligation Temporary Notes, Series 2019C, dated December 12, 2019.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to Section 2.04 for the payment of Defaulted Interest.

**“State”** means the State of Kansas.

**“State Treasurer”** means the elected Treasurer of the State or, in the Treasurer’s absence, the appointed acting Treasurer of the State.

**“Stated Maturity”** when used with respect to any Bond means the date specified in such Bond and this Resolution as the fixed date on which the principal of such Bond is due and payable.

**“Substitute Improvements”** means the substitute or additional improvements authorized pursuant to Section 6.07 of this Resolution.

**“Term Bonds”** means the Term Bonds, if any, described on *Exhibit B* to this Resolution.

**“United States Government Obligations”** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidence of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

## **ARTICLE II DETAILS OF THE BONDS**

**Section 2.01. Authorization of the Bonds.** The Bonds have been authorized pursuant to the Ordinance and the Act for the purpose of providing funds, along with other available funds of the City, to pay the Authorized Costs of the Improvements, the costs of redeeming the Existing Notes, the costs of refunding the Refunded Bonds, and the Costs of Issuance of the Bonds.

**Section 2.02. Description of the Bonds.** The Bonds shall consist of fully registered bonds in Authorized Denominations, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated August 26, 2021, shall become due on the Stated Maturities, and shall bear interest at the rates per annum set forth on *Exhibit B* to this Resolution.

The Bonds shall bear interest at the rates described on *Exhibit B* to this Resolution (computed on the basis of a 360-day year of twelve 30-day months) from that date or from the most recent Interest Payment Date to which interest has been paid or provided for, which interest shall be payable on the Interest Payment Dates.

**Section 2.03. Designation of Paying Agent and Bond Registrar.** The State Treasurer is designated as the Paying Agent and Bond Registrar for the Bonds. The Mayor and City Clerk of the City are authorized and empowered to execute on behalf of the City an agreement with the Bond Registrar and Paying Agent for the Bonds. The City reserves the right to appoint a successor Paying Agent or Bond Registrar. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of paying agent or bond registrar. Every Paying Agent or Bond Registrar appointed by the City shall at all times meet the requirements of State law and the City will at all times maintain a Paying Agent and Bond Registrar meeting the requirements of State law.

**Section 2.04. Initial Registration with Securities Depository, Method and Place of Payment of the Bonds.** The Bonds shall be registered on bond registration books maintained by the Bond Registrar to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owners will receive certificates representing their respective interests in the Bonds, except in the event the City issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, and interest on, the Bonds until and unless the City authenticates and delivers Replacement Bonds to the Beneficial Owners in the manner described in this Section.

If the City determines: (a) that the Securities Depository is unable to properly discharge its responsibilities; (b) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended; (c) that the continuation of a book-entry only system to the exclusion of any Bonds being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, or if the City receives written notice from Participants having interests in not less than 50% of the Bonds, as shown on the records of the Securities Depository, that the continuation of a book-entry only system to the exclusion of Bonds being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, or if the Securities Depository determines to discontinue providing book-entry services, then the City shall notify the Owners of the Bonds of such determination or such notice and of the availability of certificates to Owners who request certificates, and the City shall authenticate and deliver

Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository in this Resolution shall relate to the period of time when the Securities Depository has possession of at least one certificate. Upon the issuance of Replacement Bonds, all references in this Resolution to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the City, to the extent such provisions are consistent with and applicable to Replacement Bonds. If the Securities Depository resigns and the City or Bond Owners are unable to locate a qualified successor of the Securities Depository, then the City shall authenticate and deliver Replacement Bonds to the Participants for the benefit of the Bond Owners.

The principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at Maturity, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest:

- (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register;
- (b) at such other address as is furnished to the Paying Agent in writing by such Owner; or
- (c) in the case of an interest payment to any Owner that is a securities depository, by wire transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), address, ABA routing number and account number to which such Owner wishes to have such wire directed.

Notwithstanding the provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed

payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal, redemption premium, if any, and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

**Section 2.05. Method of Execution and Authentication of the Bonds.** The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk and the seal of the City shall be affixed to or imprinted on the Bonds. The Bonds shall be registered in the office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk with the seal of the City affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In the event that any of the previously mentioned officers shall cease to hold such offices before the Bonds are issued and delivered, the Bonds may be issued and transferred to other Owners as though the officers had not ceased to hold office, and such signatures appearing on the Bonds shall be valid and sufficient for all purposes as if they had remained in office until such issuance or transfer.

The Bonds shall not be valid obligations under the provisions of this Resolution until authenticated by the Bond Registrar or an authorized representative of the Bond Registrar by execution of the Certificate of Authentication appearing on each Bond. It shall not be necessary that the same representative of the Bond Registrar execute the Certificate of Authentication on all of the Bonds.

**Section 2.06. Registration, Transfer and Exchange of Bonds.** The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as provided herein. Each Bond when issued shall be registered in the name of the Owner on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, executed by the Owner or by the Owner's authorized agent. In

all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The City shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Resolution and the cost of preparation of a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds.

The City and the Bond Registrar shall not be required: (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to Section 3.04 and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to Section 2.04.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, and interest on the Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

**Section 2.07. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Stated Maturity, shall be canceled by the Paying Agent immediately upon the payment, redemption and surrender to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so canceled and destroyed and shall file an executed counterpart of such certificate with the City.

**Section 2.08. Mutilated, Lost, Stolen or Destroyed Bonds.** If: (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond; and (b) there is delivered to the City and the Paying Agent such security or indemnity as may be required by each of them, then, in the absence of notice to the City or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the City may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed and any other expenses (including the fees and expenses of the Paying Agent).

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

**Section 2.09. Delivery of the Bonds.** The sale of the Bonds is awarded to the Original Purchaser. The Mayor and City Clerk are authorized and directed to cause the Bonds to be registered in the offices of the City Clerk and the State Treasurer as provided by law, and, when executed and registered, to deliver the Bonds to the Original Purchaser upon receipt by the City of the Purchase Price.

### **ARTICLE III REDEMPTION OF THE BONDS**

**Section 3.01. Optional Redemption.** At the option of the City, Bonds maturing October 1, 2029, and thereafter may be called for redemption and payment prior to Stated Maturity on October 1, 2028, or thereafter at any time in whole or in part (selection of Bonds to be designated by the City in such equitable manner as it may determine) at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

**Section 3.02. Sinking Fund Redemption.** Any Term Bonds shall also be subject to mandatory redemption and payment as described on *Exhibit B* to this Resolution. The mandatory redemption amount for any Term Bond may be reduced by the principal amount of such Term Bond redeemed prior to its Stated Maturity pursuant to optional redemption as set forth in Section 3.01 of this Resolution. To effect such reduction, the City shall notify the Bond Registrar on or before the 45th day preceding the applicable mandatory redemption date, setting forth the extent of the reduction to be applied with respect to the mandatory sinking fund requirement.

**Section 3.03. Selection of Bonds to be Redeemed.** The Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, the Bonds shall be redeemed in such manner as the City shall determine, Bonds of less than a full Stated Maturity to be selected by lot in units of \$5,000.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond in the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Owner or the Owner's authorized agent shall present and surrender such Bond to the Bond Registrar:

- (a) for payment of the Redemption Price (including the redemption premium, if any, and interest to the date fixed for redemption) of the \$5,000 unit or units of face value called for redemption; and

(b) for exchange, without charge to the Owner, for a new Bond(s) of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond.

If the Owner of any Bond of a denomination greater than \$5,000 shall fail to present such Bond as described above, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the amount called for redemption (and to that extent only).

Notwithstanding the provisions of the preceding paragraph, in the event of a partial redemption of the Bonds, the Securities Depository may, at its option, in lieu of surrendering such Bond, make an appropriate notation on the Bond certificate indicating the date and amounts of the reduction in the principal amount of such Bond (except in the case of the final Stated Maturity of such Bond, where the Bond certificate shall be presented to the City prior to payment).

**Section 3.04. Notice of Redemption.** In the event the City desires to call the Bonds for redemption prior to their Stated Maturity, unless waived by the Bond Registrar, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the date fixed for redemption or such lesser time period permitted by the Bond Registrar that enables the Bond Registrar to provide the Owners of the Bonds with the notice described in this Section. Unless waived by any Owner of Bonds to be redeemed, if the City shall call any Bonds for redemption and payment prior to the Stated Maturity, the City shall instruct the Bond Registrar to give written notice of its intention to call and pay the Bonds on a specified date, the same being described by Stated Maturity, such notice to be mailed by United States first class mail addressed to the Owners of the Bonds and to the Bond Insurer, if any, each of the notices to be mailed not less than 30 days prior to the date fixed for redemption. The City and Bond Registrar shall also give such additional notice as may be required by State law or regulations of the Securities and Exchange Commission in effect as of the date of such notice.

All official notices of redemption shall be dated and shall state:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (d) that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion called for redemption, and that interest shall cease to accrue from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price); and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which place of payment shall be the principal office of the Paying Agent.

The notice of redemption may be conditioned on the issuance by the City of a refunding obligation or the receipt of other funds necessary to redeem the Bonds.

During the time the Bonds are registered in the name of Cede & Co., the notice described in the immediately preceding paragraphs shall be delivered to the Securities Depository. The Securities Depository shall, in turn, notify its Participants. It is expected that the Participants, in turn, will notify or cause to be notified the Beneficial Owners of the Bonds. Any failure on the part of the Securities Depository, or failure on the part of a nominee of a Beneficial Owner of a Bond (having received notice from the City, a Participant or otherwise) to notify the Beneficial Owner of the Bonds so affected, shall not affect the validity of the redemption of such Bonds.

Prior to or simultaneously with any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds which are to be redeemed on that date. Upon surrender of such Bonds for redemption in accordance with the notice, such Bonds shall be paid by the Paying Agent at the Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as provided herein for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Paying Agent and shall not be reissued.

**Section 3.05. Effect of Call for Redemption.** Whenever any Bond is called for redemption and payment as provided in this Article, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the Redemption Price specified.

## **ARTICLE IV FORM OF THE BONDS**

**Section 4.01. Form of the Bonds.** The Bonds shall be printed in accordance with the format required by the Attorney General of the State and shall contain information substantially in the form set forth on *Exhibit A* to this Resolution or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 to 10-632, inclusive, as amended and supplemented.

## **ARTICLE V ESTABLISHMENT OF FUNDS AND ACCOUNTS**

**Section 5.01. Creation of Funds and Accounts.** Simultaneously with the issuance of the Bonds, there shall be created within the treasury of the City the following funds and accounts:

- (a) Improvement Fund for the City of Gardner, Kansas, General Obligation Refunding and Improvement Bonds, Series 2021A;
- (b) Redemption Fund for the City of Gardner, Kansas, General Obligation Refunding and Improvement Bonds, Series 2021A;

(c) Principal and Interest Account for the City of Gardner, Kansas, General Obligation Refunding and Improvement Bonds, Series 2021A;

(d) Rebate Fund for the City of Gardner, Kansas, General Obligation Refunding and Improvement Bonds, Series 2021A; and

(e) Costs of Issuance Account for the City of Gardner, Kansas, General Obligation Refunding and Improvement Bonds, Series 2021A.

**Section 5.02. Administration of Funds and Accounts.** The funds and accounts established herein shall be administered in accordance with the provisions of this Resolution so long as the Bonds are Outstanding.

## **ARTICLE VI APPLICATION OF BOND PROCEEDS AND OTHER PROCEEDS**

**Section 6.01. Disposition of Bond Proceeds.** The proceeds of the Bonds, upon issuance and delivery, shall be deposited as follows:

(a) In the Principal and Interest Account, a sum equal to the accrued interest, if any, on the Bonds and any premium identified on *Exhibit B*;

(b) In the Costs of Issuance Account, a sum equal to the Costs of Issuance Deposit identified on *Exhibit B*;

(c) In the Redemption Fund, a sum equal to the Refunded Bonds Deposit set forth on *Exhibit B*; and

(d) The balance of the proceeds of the Bonds shall be deposited in the Improvement Fund.

**Section 6.02. Application of Other Funds.** On or before the issuance of the Bonds, the City shall transfer proceeds of the Existing Notes, if any, and any special assessments that have been paid in cash to the Redemption Fund or pay such funds directly to the State Treasurer as the paying agent for the Existing Notes to pay the principal of and interest on the Existing Notes on August 27, 2021.

**Section 6.03. Application of Moneys in the Costs of Issuance Account.** Moneys in the Costs of Issuance Account shall be used to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after earlier of payment of all Costs of Issuance, but not later than one year after the date of issuance of the Bonds, shall be transferred to the Principal and Interest Account to pay a portion of the first principal due on the Bonds.

**Section 6.04. Withdrawals from the Improvement Fund.** The City Treasurer shall make withdrawals from the Improvement Fund solely for the purpose of paying the Authorized Costs of the Improvements.

**Section 6.05. Withdrawals from the Redemption Fund.** Amounts deposited in the Redemption Fund shall be used solely for the purpose of refunding the Refunded Bonds and redeeming the Existing Notes and, on or before August 27, 2021, shall be deposited by the City Treasurer with the State Treasurer, as paying agent for the Series 2012A Bonds and the Existing Notes, and on or before October 1, 2021, shall be deposited by the City Treasurer with the State Treasurer, as paying agent for the Series 2011A Bonds. All moneys remaining in the Redemption Fund upon the refunding of the Refunded Bonds and the redemption of the Existing Notes, including any accrued interest, shall be transferred immediately to the Principal and Interest Account and applied to the next installment of principal due on the Bonds.

**Section 6.06. Surplus in the Improvement Fund.** All moneys remaining in the Improvement Fund after the completion of the Improvements and payment of all Authorized Costs of the Improvements shall be transferred immediately to the Principal and Interest Account.

**Section 6.07. Substitution of Improvements.** The City may elect to substitute or add other improvements pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State; (b) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Authorized Costs of the Substitute Improvement has been adopted by the Governing Body of the City; (c) the Attorney General of the State has approved an amendment to the transcript of proceedings for the Bonds to include the Substitute Improvement; and (d) the City has received an opinion of Bond Counsel to the effect that the use of the proceeds of the Bonds to pay the Authorized Costs of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law and the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

## **ARTICLE VII PAYMENT OF THE BONDS**

**Section 7.01. Application of Moneys in the Principal and Interest Account.** All amounts paid and credited to the Principal and Interest Account shall be expended and used by the City for the sole purpose of paying the principal of, premium, if any, and interest on the Bonds as and when the same become due and paying the usual and customary fees and expenses of the Paying Agent.

**Section 7.02. Transfer of Funds to Paying Agent.** The City Treasurer is authorized and directed to withdraw from the Principal and Interest Account and forward to the Paying Agent sums sufficient to pay both principal of, premium, if any, and interest on the Bonds as and when the same become due, and also to pay the charges made by the Paying Agent for acting in such capacity in the payment of principal and interest on the Bonds, and the charges shall be forwarded to the Paying Agent over and above the amount of the principal of, premium, if any, and interest on the Bonds. If, through the lapse of time, or otherwise, the Owners of Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent to return the funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

**Section 7.03. Surplus in Principal and Interest Account.** Any moneys or investments remaining in the Principal and Interest Account after the retirement of the indebtedness for which the Bonds were issued shall be transferred and paid into the Bond and Interest Fund of the City.

## **ARTICLE VIII DEPOSITS AND INVESTMENT OF FUNDS**

**Section 8.01. Deposits.** Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited and secured in accordance with State law.

**Section 8.02. Investments.** Moneys held in the funds and accounts created or established in conjunction with the issuance of the Bonds may be invested by the City in Authorized Investments, or in other investments allowed by State law, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created. All interest on any Authorized Investment held in any fund or account shall (except amounts required to be deposited into the Rebate Fund in accordance with the Letter of Instructions) accrue to and become a part of such fund or account. In determining the amount held in any fund or account under the provisions of this Resolution, Authorized Investments shall be valued at their principal par value or at their then redemption value, whichever is lower.

### **Section 8.03. Deposits into and Application of Moneys in the Rebate Fund.**

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited pursuant to the Letter of Instructions. Subject to the transfer provisions provided in subsection (b) below, all money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to pay rebatable arbitrage to the federal government of the United States of America, and no Owner of any Bonds shall have any right in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section, by the preceding Section and by the Letter of Instructions (which is incorporated herein by reference).

(b) Computations of the rebatable arbitrage shall be performed by or on behalf of the City in accordance with the Letter of Instructions. Pursuant to the Letter of Instructions, the City shall remit rebate installments and the final rebate payments to the United States. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any rebatable arbitrage, or provision made therefor, shall be withdrawn and released to the City.

(c) Notwithstanding any other provision of this Resolution, including in particular this Article, the obligation to remit rebatable arbitrage to the United States and to comply with all other requirements of this Section, the preceding Section and the Letter of Instructions shall survive the defeasance or payment in full of the Bonds.

## **ARTICLE IX DEFAULT AND REMEDIES**

**Section 9.01. Remedies.** The provisions of this Resolution, including the covenants and agreements contained herein, shall constitute a contract between the City and the Owners of the Bonds. The Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

**Section 9.02. Limitation on Rights of Owners.** The covenants and agreements of the City contained in this Resolution and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of Stated Maturity and right of prior redemption as provided in this Resolution. No one or more Owners secured shall have any right in any manner whatever by such Owner's or Owners' action to affect, disturb or prejudice the security granted and provided for in this Resolution, or to enforce any right hereunder, except in the manner provided herein, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of such Outstanding Bonds.

**Section 9.03. Remedies Cumulative.** No remedy conferred upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the City and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## **ARTICLE X AMENDMENTS**

**Section 10.01. Amendments.** The City may from time to time, without the consent of or notice to any of the Owners, provide for amendment to the Bonds or this Resolution, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Resolution or Bonds or to make any other change not prejudicial to the Owners;
- (b) To grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners;
- (c) To conform this Resolution or the Bonds to the Code or future applicable federal law concerning tax-exempt obligations; or
- (d) To more precisely identify the Improvements.

The following modifications or amendments to the Bonds or this Resolution shall require the consent of 100% of the Owners of the Bonds:

- (a) The extension of the Stated Maturity of the principal of any of the Bonds, or the extension of any Interest Payment Date;
- (b) A reduction in the principal amount of any of the Bonds or the rate of interest on the Bonds; or
- (c) A reduction in the aggregate principal amount of the Bonds.

Amendments or modifications of the Bonds and this Resolution not listed above may be made at any time by the City with the written consent of the Owners of not less than 66.66% in aggregate principal amount of the Bonds at the time Outstanding.

**Section 10.02. Written Evidence of Amendments.** Every amendment or modification of a provision of the Bonds or of this Resolution to which the written consent of the Owners is given as above provided shall be expressed in a resolution of the City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification, if any. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Owners of any Bond or prospective purchaser or Owners of any Bond authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

## **ARTICLE XI DEFEASANCE**

**Section 11.01. Defeasance.** When all or any part of the Bonds or scheduled interest payments shall have been paid and discharged, then the requirements contained and the pledge of the City's faith and credit and all other rights granted herein shall cease and determine. Bonds or scheduled interest payments shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or a bank located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of the Bonds, in trust for and irrevocably appropriated, moneys and/or United States Government Obligations, or other investments allowed by State law which, together with the interest to be earned on such United States Government Obligations, will be sufficient for the payment of the principal of the Bonds, the redemption premium thereon, if any there be, and/or interest accrued to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to their Stated Maturity (a) the City has elected to redeem such Bonds and (b) either notice of such redemption has been given or the City has given irrevocable instructions, or shall have provided an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with Article III of this Resolution. Any moneys and United States Government Obligations which at any time shall be deposited with the Paying Agent or such bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds shall be and are assigned, transferred and set over to the Paying Agent or such bank in trust for the respective Owners of the Bonds, and such moneys shall be and are irrevocably appropriated to the payment and discharge thereof. All moneys and United States Government Obligations deposited with the Paying Agent or such bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

## **ARTICLE XII TAX COVENANTS**

### **Section 12.01. General Covenants.**

- (a) The City covenants and agrees that:
  - (i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and
  - (ii) it will not use or permit the use of any proceeds of the Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.
- (b) The City covenants and agrees that:

(i) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds;

(ii) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued; and

(iii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code.

**Section 12.02. Rebate Covenants.** The City covenants and agrees that it will pay or provide for the payment of from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. The City specifically covenants to pay or cause to be paid to the United States, the required amounts of rebatable arbitrage at the times and in the amounts as determined by the Letter of Instructions. Notwithstanding anything to the contrary contained in this Resolution, the Letter of Instructions may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds. This covenant shall survive payment in full or defeasance of the Bonds.

**Section 12.03. Designation of Bonds as Qualified Tax-Exempt Obligations.** The City designates the Bonds to be “qualified tax-exempt obligations” as such term is defined in Section 265(b)(3) of the Code. In addition, the City represents that:

(a) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds which are not “qualified 501(c)(3) bonds”) which will be issued by the City (and all subordinate entities) during the calendar year that the Bonds are issued is not reasonably expected to exceed \$10,000,000; and

(b) the City (including all subordinate entities) will not issue an aggregate principal amount of obligations designated by the City to be “qualified tax-exempt obligations” during the calendar year that the Bonds are issued, including the Bonds, in excess of \$10,000,000, without first obtaining an opinion of Bond Counsel that the designation of the Bonds as “qualified tax-exempt obligations” will not be adversely affected.

The Mayor is authorized to take such other action as may be necessary to make effective the designation contained in this subsection.

**Section 12.04. Survival of Covenants.** The covenants contained in this Article shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article XI

or any other provision of this Resolution until the final Stated Maturity date of all Bonds Outstanding.

### **ARTICLE XIII DISCLOSURE**

**Section 13.01. Preliminary Official Statement and Final Official Statement.** The City ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement. The Preliminary Official Statement is “deemed final” by the City except for the omission of certain information as provided in the SEC Rule. The City approves the form and content of any addenda, supplement, or amendment thereto utilized to prepare the Final Official Statement. The use of the Final Official Statement in the reoffering of the Bonds by the Original Purchaser is approved and authorized. The proper officials of the City are authorized to execute and deliver a certificate pertaining to the accuracy and adequacy of the information in the Preliminary Official Statement and the Final Official Statement.

**Section 13.02. Continuing Disclosure.** The City covenants and agrees to provide continuing disclosure as required by the SEC Rule and as set forth in the Continuing Disclosure Letter of Instructions attached to the Preliminary Official Statement and the Final Official Statement and made a part hereof by reference.

### **ARTICLE XIV MISCELLANEOUS PROVISIONS**

**Section 14.01. Succession of a Securities Depository.** In the event the Securities Depository resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the City receives written evidence, satisfactory to the City, with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation. The City, upon receipt of a book-entry Bond for cancellation shall cause the authorization and delivery of a book-entry Bond to the successor Securities Depository in appropriate denominations and form as provided in this Resolution. If the City makes the determinations or receives the notice described in Section 2.04 of this Resolution, the City shall cause the notices described in Section 2.04 to be delivered and issue Bonds as described in that Section.

**Section 14.02. Severability.** In case any one or more of the provisions of this Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, or of the Bonds appertaining thereto, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

**Section 14.03. Further Authority.** The Mayor, Finance Director, City Clerk and other officials of the City are further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution to make alterations, changes or additions in the agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 14.04. Governing Law.** This Resolution and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 14.05. Effective Date.** This Resolution shall take effect and be in full force from and after its adoption by the Governing Body of the City.

*(Remainder of Page Intentionally Left Blank)*

**ADOPTED** by the Governing Body of the City on August 2, 2021.

**SIGNED** by the Mayor on August 2, 2021.

**CITY OF GARDNER, KANSAS**

By \_\_\_\_\_  
Mayor

(Seal)

Attest:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**  
**(FORM OF BOND)**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation, ("DTC"), to City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED  
NUMBER R-\_\_

REGISTERED  
\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF JOHNSON  
CITY OF GARDNER

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND  
SERIES 2021A

|                   |                   |                 |             |
|-------------------|-------------------|-----------------|-------------|
| Interest<br>Rate: | Maturity<br>Date: | Dated<br>Date:  | CUSIP:      |
| _____%            | October 1, ____   | August 26, 2021 | 365591 __ _ |

REGISTERED OWNER: Cede & Co. Tax Identification No. 132555119-0

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Gardner, in the County of Johnson, State of Kansas (the "City"), for value received, acknowledges itself to be indebted and promises to pay to the owner identified above or registered assigns (the "Owner"), as of the Record Dates as provided herein on the Maturity Date identified above, the Principal Amount identified above, and in like manner to pay interest on such Principal Amount at the rate of interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months), semiannually on April 1 and October 1 of each year, commencing April 1, 2022 (the "Interest Payment Dates"), until the Principal Amount is paid from the Dated Date hereof or the most recent Interest Payment Date to which interest has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date, upon presentation and surrender of this Bond at the office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond

on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the record date for such interest, which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding the Interest Payment Date (the "Record Dates"). Such interest shall be payable: (a) by check or draft mailed by the Paying Agent to the address of the Owner shown on the Bond Register; (b) at such other address as is furnished to the Paying Agent in writing by the Owner; or (c) in the case of an interest payment to any Owner that is a securities depository, by wire transfer to such Owner upon written notice given to the Paying Agent by such Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address (which shall be in the continental United States) to which such Owner wishes to have such wire directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of Bonds of the City designated "General Obligation Refunding and Improvement Bonds, Series 2021A," in an aggregate principal amount of \$4,710,000 (the "Bonds") issued for the purposes set forth in the Ordinance of the City authorizing the issuance of the Bonds and the Resolution of the City prescribing the form and details of the Bonds (jointly, the "Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including, but not limited to, K.S.A. 10-427 *et seq.*, K.S.A. 12-617 and 12-618, and K.S.A. 12-6a01 *et seq.*, all as amended or supplemented, and all other applicable provisions of the laws of the State of Kansas. The Bonds constitute general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City, with the balance payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

**Optional Redemption.** At the option of the City, Bonds maturing on October 1, 2029, and thereafter, may be called for redemption and payment prior to maturity on October 1, 2028, or thereafter at any time, in whole or in part (selection of Bonds to be designated by the City in such equitable manner as it may determine), at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Whenever the City is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than \$5,000, if less than all of the Bonds then outstanding are to be called for redemption, treat each \$5,000 of face value of each such fully registered Bond as though it were a separate Bond in the denomination of \$5,000.

If any Bonds are called for redemption and payment prior to maturity, the City shall instruct the Bond Registrar to give written notice of its intention to call and pay such Bonds on a specified date, the same being described by maturity, this notice to be mailed by United States first class mail addressed to the Owners of the Bonds, each of these notices to be mailed not less than 30 days

prior to the date fixed for redemption. All Bonds so called for redemption and payment as described above shall cease to bear interest from and after the date for which such call is made, provided funds are available for the payment of such Bonds at the price specified.

The Bonds are issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. This Bond may be transferred or exchanged, as provided in the Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar executed by the Owner, or the Owner's authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution and upon payment of the charges prescribed therein. The City, the Paying Agent and the Bond Registrar may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, and interest due and for all other purposes, and the City, the Paying Agent and the Bond Registrar shall not be affected by any notice to the contrary. The City shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks.

The City and the Bond Registrar shall not be required: (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest (as defined in the Resolution) and ending at the close of business on the date fixed for the payment of Defaulted Interest.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the City, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its seal to be affixed to or imprinted on, and this Bond to be dated the Dated Date shown herein.

CITY OF GARDNER, KANSAS

(Seal) By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**CERTIFICATE OF CITY CLERK**

STATE OF KANSAS                    )  
  ) SS.  
COUNTY OF JOHNSON            )

I, the City Clerk of the City of Gardner, Kansas, certify that this Bond has been registered in my office according to law as of August 26, 2021.

WITNESS my hand and official seal.

(Seal) By \_\_\_\_\_  
City Clerk

## **CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Bond is one of a series of General Obligation Refunding and Improvement Bonds, Series 2021A, of the City of Gardner, Kansas, described in the within-mentioned Resolution.

Registration Date \_\_\_\_\_

OFFICE OF THE STATE TREASURER  
TOPEKA, KANSAS,  
as Bond Registrar and Paying Agent

By \_\_\_\_\_

Registration Number \_\_\_\_\_

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### **CERTIFICATE OF STATE TREASURER OFFICE OF THE TREASURER, STATE OF KANSAS**

I, LYNN W. ROGERS, Treasurer of the State of Kansas, do certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in my office, and that this Bond was registered in my office according to law on \_\_\_\_\_.

WITNESS my hand and official seal.

By \_\_\_\_\_  
Treasurer of the State of Kansas

(Seal)

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## BOND ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto

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(Print or Type Name, Address and Social Security Number or  
other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the books kept by the Paying Agent for the registration, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

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(Name of Eligible Guarantor Institution)

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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**EXHIBIT B**  
**ADDITIONAL TERMS OF THE BONDS**

**Definitions.** The following terms defined in the Resolution shall have the meanings ascribed below.

“**Costs of Issuance Deposit**” means \$70,142.50.

“**Ordinance**” means Ordinance No. 2712 of the City authorizing the issuance of the Bonds.

“**Original Purchaser**” means Piper Sandler & Co., Minneapolis, Minnesota, the original purchaser of the Bonds.

“**Purchase Price**” for the Bonds shall be the par value of the Bonds plus accrued interest, if any, to the date of delivery, plus a net premium of \$283,930.99.

“**Refunded Bonds Deposit**” means the sum of \$4,375,587.34.

**Maturity Schedule.** All of the Bonds shall become due on the Stated Maturities, and shall bear interest at the rates per annum as follows:

**SERIAL BONDS**

| <b>Stated Maturity</b> | <b>Principal</b> | <b>Interest</b> |
|------------------------|------------------|-----------------|
| <b>October 1</b>       | <b>Amount</b>    | <b>Rate</b>     |
| 2022                   | \$370,000        | 3.00%           |
| 2023                   | 400,000          | 3.00            |
| 2024                   | 420,000          | 3.00            |
| 2025                   | 425,000          | 3.00            |
| 2026                   | 445,000          | 3.00            |
| 2027                   | 455,000          | 3.00            |
| 2028                   | 465,000          | 3.00            |
| 2029                   | 485,000          | 1.00            |
| 2030                   | 495,000          | 1.00            |
| 2031                   | 500,000          | 1.15            |
| 2032                   | 250,000          | 1.20            |

**Premium.** The amount of premium on the Bonds, if any, to be deposited in the Principal and Interest Account is \$0.

## COUNCIL ACTION FORM

## NEW BUSINESS ITEM No. 3

**MEETING DATE:** AUGUST 2, 2021

**STAFF CONTACT:** MATTHEW WOLFF, FINANCE DIRECTOR

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**Agenda Item:** Consider adopting an ordinance authorizing the issuance and delivery of \$2,185,000 principal amount of General Obligation Bonds, Series 2021B (taxable under Federal law), of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal and interest on the bonds as they become due

**Strategic Priority:** Fiscal Stewardship

**Department:** Finance

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### **Staff Recommendation:**

Staff recommends adopting an ordinance authorizing the issuance and delivery of \$2,185,000 principal amount of General Obligation Bonds, Series 2021B (taxable under Federal law), of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due.

### **Background/Description of Item:**

At the July 6, 2021 meeting, the Governing Body approved Resolution No. 2087 authorizing the offer for sale of Series 2021B General Obligation Bonds (taxable under Federal law).

The estimated \$2,185,000 principal amount of the Series 2021B bonds is to refund 2019D Temporary Notes in order to permanently finance the improvements related to the Waverly Plaza Special Benefit District.

Under Kansas law, general obligation bonds are required to be authorized by an ordinance of the City. The attached ordinance authorizes the issuance of the bonds, describes the security for the bonds (general obligations of the City backed by the City's full faith and credit), and authorizes the further details of the bonds to be included in a resolution of the City. *(Approval of the referenced resolution is the next council action after approving this ordinance.)*

Some information that will be included in the final version of this ordinance (and the following resolution) is not available until after bids are received and the determination of the best bid is made. The information that is obtained from the best bid is bracketed or left blank. At the meeting, staff will notify the Governing Body of the amounts to include in the ordinance and resolution before the Governing Body considers approval of either.

At the meeting, staff will present the credit rating the City received from Standard & Poor's Ratings Services and the bids from the sale. Municipal Advisor Bruce Kimmel of Ehlers and Bond Counsel Tyler Ellsworth of Kutak Rock will be at the meeting to answer any questions.

### **Financial Impact:**

2019D Temporary Notes Refunding (Waverly Plaza) – The bond proceeds will be used to pay off the temporary notes. Special Assessments will be levied against the property for the repayment of the bonds.

### **Attachments Included:**

- Ordinance No. 2713

**Suggested Motion:**

Adopt Ordinance No. 2713, an ordinance authorizing the issuance and delivery of \$2,185,000 principal amount of General Obligation Bonds, Series 2021B (taxable under Federal law), of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due

## **ORDINANCE NO. 2713**

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND DELIVERY OF \$2,185,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2021B (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF GARDNER, KANSAS; AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE.**

**WHEREAS**, the City of Gardner, Kansas (the “City”), is a city of the second class, created, organized and existing under the laws of the State of Kansas (the “State”);

**WHEREAS**, pursuant to K.S.A. 10-123 and K.S.A. 12-6a01 *et seq.*, the City has previously issued its General Obligation Temporary Notes, Series 2019D (Taxable Under Federal Law), in the original principal amount of \$2,510,000 (the “Series 2019D Notes”), to provide interim financing for certain water, street and related improvements to the Waverly Plaza Special Benefit District (the “Improvements”);

**WHEREAS**, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body of the City now finds and determines that the total cost of the Improvements and related expenses, excluding prepaid special assessments, if any, are at least \$2,185,000;

**WHEREAS**, pursuant to K.S.A. 12-6a01 *et seq.*, the Governing Body of the City is authorized to issue general obligation bonds of the City to pay the costs of the Improvements and the costs of redeeming the Series 2019D Notes;

**WHEREAS**, the Governing Body of the City has advertised the sale of its general obligation bonds in accordance with law and, at a meeting held in the City on this date, will award the sale of such bonds to the lowest bidder; and

**WHEREAS**, the Governing Body of the City finds and determines that it is necessary for the City to authorize the issuance and delivery of its general obligation bonds in the principal amount of \$2,185,000 to pay, along with other available funds of the City, the costs of the Improvements and the costs of redeeming the Series 2019D Notes, including the costs of issuance of the Bonds (as herein defined);

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS, AS FOLLOWS:**

### **Section 1. Definitions of Words and Terms.**

“**Bond and Interest Fund**” means the Bond and Interest Fund of the City for its general obligation bonds.

**“Bonds”** means the City’s General Obligation Bonds, Series 2021B (Taxable Under Federal Law), authorized by this Ordinance in the aggregate principal amount of \$2,185,000, and dated August 26, 2021.

**“City”** means the City of Gardner, Kansas.

**“City Clerk”** means the appointed and acting City Clerk or, in the City Clerk’s absence, the appointed acting City Clerk of the City.

**“City Treasurer”** means the appointed and acting City Treasurer or, in the City Treasurer’s absence, the appointed acting City Treasurer of the City.

**“Improvements”** means the improvements referred to in the recitals to this Ordinance or any Substitute Improvements, as defined in the Resolution.

**“Mayor”** means the elected and acting Mayor of the City or, in the Mayor’s absence, the appointed acting Mayor of the City.

**“Ordinance”** means this Ordinance of the City authorizing the issuance of the Bonds.

**“Resolution”** means the Resolution of the City containing the terms and details of the Bonds.

**“Series 2019D Notes”** means the Series 2019D Notes as described in the recitals to this Ordinance.

**“State”** means the State of Kansas.

**Section 2. Authorization of and Security for the Bonds.** There shall be issued and are authorized and directed to be issued the Bonds of the City, in the principal amount of \$2,185,000, for the purpose of providing funds, along with other available funds of the City, to pay the costs of the Improvements and the costs of redeeming the Series 2019D Notes, including payment of the costs of issuance of the Bonds.

The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

**Section 3. Terms, Details and Conditions of the Bonds.** The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such form, shall be subject to redemption and payment prior to maturity and shall be issued and delivered in the manner

prescribed and subject to the provisions, covenants and agreements set forth in the Resolution adopted by the Governing Body of the City.

**Section 4. Levy and Collection of Annual Tax.** The Governing Body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, and the proceeds derived from the taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time the taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is authorized and directed to pay the principal or interest out of the general funds of the City and to reimburse the general funds for money so expended when the taxes and/or assessments are collected.

**Section 5. Further Authority.** The Mayor, Finance Director, City Clerk and other City officials are further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make alterations, changes or additions in the agreements, statements, instruments and other documents approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 6. Governing Law.** This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 7. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication in the official City newspaper.

*(Remainder of Page Intentionally Left Blank)*

**PASSED** by the Governing Body of the City on August 2, 2021.

**APPROVED** by the Mayor on August 2, 2021.

**CITY OF GARDNER, KANSAS**

(Seal)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## COUNCIL ACTION FORM

## NEW BUSINESS ITEM NO. 4

**MEETING DATE:** AUGUST 2, 2021

**STAFF CONTACT:** MATTHEW WOLFF, FINANCE DIRECTOR

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**Agenda Item:** Consider adopting a resolution prescribing the form and details of and authorizing the delivery of \$2,185,000 principal amount of General Obligation Bonds, Series 2021B (taxable under Federal law), of the City of Gardner, Kansas, previously authorized by an ordinance of the City

**Strategic Priority:** Fiscal Stewardship

**Department:** Finance

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### **Staff Recommendation:**

Staff recommends adopting a resolution prescribing the form and details of and authorizing the delivery of \$2,185,000 principal amount of General Obligation Bonds, Series 2021B (taxable under Federal law), of the City of Gardner, Kansas, previously authorized by an ordinance of the City.

### **Background/Description of Item:**

Following the passing of the ordinance authorizing the issuance and delivery of the bonds, this resolution is the second step to complete the transactions for the sale of the bonds.

The resolution provides the details of the bond issue including such items as the principal and interest payment dates and amounts, the rate of interest, identification of the paying agent and bond registrar (the State Treasurer of Kansas), optional redemption rights, bond registration and transfer provisions and similar information relating to the mechanics of how the bond issue works. The resolution also provides for the creation of certain funds and accounts relating to bond proceeds and money used to pay the debt service on the bonds and includes provisions relating to the administration of such funds and accounts. The resolution further describes the rights and limitations of rights of the owners of the bonds and provides an agreement by the City to disclose certain information to the marketplace about the events relating to the bonds and the City's financial and operating data as long as the bonds remain outstanding.

As noted previously, some information that will be included in the final version of the resolution is not available until after bids are received and the determination of the best bid is made. The information that is obtained from the best bid is bracketed or left blank in the resolution included in the agenda packet and will be completed after the bond sale. At the meeting, staff will notify the Governing Body of the amounts to include in the resolution before the Governing Body considers approval.

The attached resolution authorizes all preparations to facilitate sale and issuance of the bonds.

Bond Counsel Ellsworth and Municipal Advisor Kimmel will be present at the meeting to answer any questions.

### **Financial Impact:**

2019D Temporary Notes Refunding (Waverly Plaza) – The bond proceeds will be used to pay off the temporary notes. Special Assessments will be levied against the property for the repayment of the bonds.

**Attachments Included:**

- Resolution No. 2090

**Suggested Motion:**

Adopt Resolution No. 2090, a resolution prescribing the form and details of and authorizing the delivery of \$2,185,000 principal amount of taxable General Obligation Bonds, Series 2021B (taxable under Federal law), of the City of Gardner, Kansas, previously authorized by an ordinance of the City.

## **RESOLUTION NO. 2090**

### **A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING THE DELIVERY OF \$2,185,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2021B (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF GARDNER, KANSAS, PREVIOUSLY AUTHORIZED BY AN ORDINANCE OF THE CITY.**

**WHEREAS**, the City of Gardner, Kansas (the “City”), has passed the Ordinance (as herein defined) authorizing the issuance of the Bonds (as herein defined); and

**WHEREAS**, the Ordinance authorized the Governing Body of the City to adopt a resolution prescribing certain details and conditions of, and to make certain covenants with respect to, the issuance of the Bonds;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS, AS FOLLOWS:**

#### **ARTICLE I DEFINITIONS**

##### **Section 1.01. Definitions of Words and Terms.**

“**Act**” shall mean the Constitution and Statutes of the State including, but not limited to, K.S.A. 12-6a01 *et seq.*, as amended and supplemented.

“**Authorized Costs**” means the amount of expenditures for an improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding general obligation notes issued to pay for such improvement and Costs of Issuance of the Bonds, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Authorized Costs and (b) any Authorized Costs which have been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed under State and federal law.

“**Authorized Denominations**” means \$5,000 and any integral multiple thereof.

“**Authorized Investments**” means those investments authorized by K.S.A. 10-131, as amended and supplemented, and by other provisions of State law applicable to the City.

“**Beneficial Owner**” means any Person who (a) has the power directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any book-entry bond (including persons holding book-entry bonds through nominees, depositories or other intermediaries), or (b) is treated as owner of any book-entry bond for federal income tax purposes.

“**Bond and Interest Fund**” means the Bond and Interest Fund of the City for its general obligation bonds.

**“Bond Counsel”** means the firm of Kutak Rock LLP, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

**“Bond Insurer”** means any issuer of a Municipal Bond Insurance Policy, if such an issuer is described on *Exhibit B* to this Resolution.

**“Bond Register”** means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

**“Bond Registrar”** means the State Treasurer, Topeka, Kansas, and any successors and assigns.

**“Bonds”** or **“Series 2021B Bonds”** means the City’s General Obligation Bonds, Series 2021B (Taxable Under Federal Law), in the aggregate principal amount of \$2,185,000, and dated August 26, 2021.

**“Business Day”** means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operation.

**“Cede & Co.”** shall mean Cede & Co., as nominee of The Depository Trust Company, New York, New York.

**“City”** means the City of Gardner, Kansas.

**“City Clerk”** means the appointed and acting City Clerk of the City or, in the City Clerk’s absence, the appointed acting City Clerk of the City.

**“City Treasurer”** means the appointed and acting City Treasurer of the City or, in the City Treasurer’s absence, the appointed acting City Treasurer of the City.

**“Costs of Issuance”** shall mean all costs of issuing the Bonds, including all publication, preparation, signing and mailing expenses, registration fees, all legal fees and expenses of Bond Counsel and other legal counsel, all fees and expenses of the municipal advisor, all expenses incurred in connection with receiving a rating on the Bonds, and all fees of the Attorney General of the State.

**“Defaulted Interest”** means interest on any Bond which is payable but not paid on any Interest Payment Date.

**“Existing Notes”** means the Series 2019D Notes.

**“Final Official Statement”** means the final official statement prepared by the City or its representatives in connection with the sale of the Bonds and delivered to the Original Purchaser within seven Business Days after the sale of the Bonds in accordance with the SEC Rule. The Final Official Statement includes the information in the Preliminary Official Statement as supplemented or amended.

**“Improvement Fund”** means the fund by that name created in Section 5.01.

**“Improvements”** means the improvements referred to in the recitals to the Ordinance or any Substitute Improvements, as defined in this Resolution.

**“Interest Payment Dates”** means April 1 and October 1 of each year, commencing April 1, 2022.

**“Maturity”** when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as provided therein, whether at the Stated Maturity or call for redemption or otherwise.

**“Mayor”** means the elected and acting Mayor of the City or, in the Mayor’s absence, the appointed or acting Mayor of the City.

**“Municipal Bond Insurance Policy”** shall mean, if applicable, the municipal bond insurance policy issued by the Bond Insurer insuring the payment when due of the principal of and interest on the Bonds.

**“Ordinance”** means the ordinance of the City authorizing the issuance of the Bonds as further described on *Exhibit B* to this Resolution.

**“Original Purchaser”** means the original purchaser of the Bonds described on *Exhibit B* to this Resolution.

**“Outstanding”** means as of a particular date of determination, all Bonds authenticated and delivered under the provisions of this Resolution, except:

- (a) Bonds canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to this Resolution;
- (b) Bonds for the payment or redemption of which moneys or investments have been deposited in accordance with Article XI of this Resolution; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Resolution.

**“Owner”** when used with respect to any Bond means the Person in whose name such Bond is registered on the registration books of the Bond Registrar.

**“Participants”** shall mean those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**“Paying Agent”** means the State Treasurer, Topeka, Kansas, and any successors and assigns.

**“Person”** means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision or other public body.

**“Preliminary Official Statement”** means the Preliminary Official Statement which was prepared by the City and its advisors in connection with the sale of the Bonds and distributed to potential purchasers of the Bonds before the Final Official Statement, as described in the SEC Rule, was made available.

**“Principal and Interest Account”** means the account by that name created in Section 5.01.

**“Purchase Price”** means the original purchase price of the Bonds described on *Exhibit B* to this Resolution.

**“Record Dates”** for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of each month preceding such Interest Payment Date.

**“Redemption Date”** when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Resolution.

**“Redemption Price”** when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**“Replacement Bonds”** shall mean Bonds issued to the Beneficial Owners of the Bonds in accordance with Section 2.04 of this Resolution.

**“Resolution”** means this Resolution relating to the Bonds.

**“SEC Rule”** means the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. Section 240.15c2-12).

**“Securities Depository”** means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

**“Series 2019D Notes”** means the City’s General Obligation Temporary Notes, Series 2019D (Taxable Under Federal Law), dated December 12, 2019, originally issued in the principal amount of \$2,510,000.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to Section 2.04 for the payment of Defaulted Interest.

**“State”** means the State of Kansas.

**“State Treasurer”** means the elected Treasurer of the State or, in the Treasurer’s absence, the appointed acting Treasurer of the State.

“**Stated Maturity**” when used with respect to any Bond means the date specified in such Bond and this Resolution as the fixed date on which the principal of such Bond is due and payable.

“**Substitute Improvements**” means the substitute or additional improvements authorized pursuant to Section 6.05 of this Resolution.

“**Term Bonds**” means the Term Bonds, if any, described on *Exhibit B* to this Resolution.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidence of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

## **ARTICLE II DETAILS OF THE BONDS**

**Section 2.01. Authorization of the Bonds.** The Bonds have been authorized pursuant to the Ordinance and the Act for the purpose of providing funds, along with other available funds of the City, to pay the Authorized Costs of the Improvements, the costs of redeeming the Existing Notes, and the Costs of Issuance of the Bonds.

**Section 2.02. Description of the Bonds.** The Bonds shall consist of fully registered bonds in Authorized Denominations, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated August 26, 2021, shall become due on the Stated Maturities, and shall bear interest at the rates per annum set forth on *Exhibit B* to this Resolution.

The Bonds shall bear interest at the rates described on *Exhibit B* to this Resolution (computed on the basis of a 360-day year of twelve 30-day months) from that date or from the most recent Interest Payment Date to which interest has been paid or provided for, which interest shall be payable on the Interest Payment Dates.

**Section 2.03. Designation of Paying Agent and Bond Registrar.** The State Treasurer is designated as the Paying Agent and Bond Registrar for the Bonds. The Mayor and City Clerk of the City are authorized and empowered to execute on behalf of the City an agreement with the Bond Registrar and Paying Agent for the Bonds. The City reserves the right to appoint a successor Paying Agent or Bond Registrar. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of paying agent or bond registrar. Every Paying Agent or Bond Registrar appointed by the City shall at all times meet the requirements of State law and the City will at all times maintain a Paying Agent and Bond Registrar meeting the requirements of State law.

**Section 2.04. Initial Registration with Securities Depository, Method and Place of Payment of the Bonds.** The Bonds shall be registered on bond registration books maintained by

the Bond Registrar to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owners will receive certificates representing their respective interests in the Bonds, except in the event the City issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, and interest on, the Bonds until and unless the City authenticates and delivers Replacement Bonds to the Beneficial Owners in the manner described in this Section.

If the City determines: (a) that the Securities Depository is unable to properly discharge its responsibilities; (b) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended; (c) that the continuation of a book-entry only system to the exclusion of any Bonds being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, or if the City receives written notice from Participants having interests in not less than 50% of the Bonds, as shown on the records of the Securities Depository, that the continuation of a book-entry only system to the exclusion of Bonds being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, or if the Securities Depository determines to discontinue providing book-entry services, then the City shall notify the Owners of the Bonds of such determination or such notice and of the availability of certificates to Owners who request certificates, and the City shall authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository in this Resolution shall relate to the period of time when the Securities Depository has possession of at least one certificate. Upon the issuance of Replacement Bonds, all references in this Resolution to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the City, to the extent such provisions are consistent with and applicable to Replacement Bonds. If the Securities Depository resigns and the City or Bond Owners are unable to locate a qualified successor of the Securities Depository, then the City shall authenticate and deliver Replacement Bonds to the Participants for the benefit of the Bond Owners.

The principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at Maturity, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest:

- (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register;

(b) at such other address as is furnished to the Paying Agent in writing by such Owner; or

(c) in the case of an interest payment to any Owner that is a securities depository, by wire transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), address, ABA routing number and account number to which such Owner wishes to have such wire directed.

Notwithstanding the provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal, redemption premium, if any, and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

**Section 2.05. Method of Execution and Authentication of the Bonds.** The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk and the seal of the City shall be affixed to or imprinted on the Bonds. The Bonds shall be registered in the office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk with the seal of the City affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In the event that any of the previously mentioned officers shall cease to hold such offices before the Bonds are issued and delivered, the Bonds may be issued and transferred to other Owners as though the officers had not ceased to hold office, and such signatures appearing on the Bonds shall be valid and sufficient for all purposes as if they had remained in office until such issuance or transfer.

The Bonds shall not be valid obligations under the provisions of this Resolution until authenticated by the Bond Registrar or an authorized representative of the Bond Registrar by execution of the Certificate of Authentication appearing on each Bond. It shall not be necessary that the same representative of the Bond Registrar execute the Certificate of Authentication on all of the Bonds.

**Section 2.06. Registration, Transfer and Exchange of Bonds.** The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as provided herein. Each Bond when issued shall be registered in the name of the Owner on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, executed by the Owner or by the Owner's authorized agent. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The City shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Resolution and the cost of preparation of a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds.

The City and the Bond Registrar shall not be required: (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to Section 3.04 and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to Section 2.04.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, and interest on the Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

**Section 2.07. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Stated Maturity, shall be canceled by the Paying Agent immediately upon the payment,

redemption and surrender to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so canceled and destroyed and shall file an executed counterpart of such certificate with the City.

**Section 2.08. Mutilated, Lost, Stolen or Destroyed Bonds.** If: (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond; and (b) there is delivered to the City and the Paying Agent such security or indemnity as may be required by each of them, then, in the absence of notice to the City or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the City may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed and any other expenses (including the fees and expenses of the Paying Agent).

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

**Section 2.09. Delivery of the Bonds.** The sale of the Bonds is awarded to the Original Purchaser. The Mayor and City Clerk are authorized and directed to cause the Bonds to be registered in the offices of the City Clerk and the State Treasurer as provided by law, and, when executed and registered, to deliver the Bonds to the Original Purchaser upon receipt by the City of the Purchase Price.

### **ARTICLE III REDEMPTION OF THE BONDS**

**Section 3.01. Optional Redemption.** At the option of the City, Bonds maturing October 1, 2031, and thereafter may be called for redemption and payment prior to Stated Maturity on October 1, 2030, or thereafter at any time in whole or in part (selection of Bonds to be designated by the City in such equitable manner as it may determine) at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

**Section 3.02. Sinking Fund Redemption.** Any Term Bonds shall also be subject to mandatory redemption and payment as described on *Exhibit B* to this Resolution. The mandatory redemption amount for any Term Bond may be reduced by the principal amount of such Term Bond redeemed prior to its Stated Maturity pursuant to optional redemption as set forth in Section 3.01 of this Resolution. To effect such reduction, the City shall notify the Bond Registrar on or before the 45th day preceding the applicable mandatory redemption date, setting forth the extent of the reduction to be applied with respect to the mandatory sinking fund requirement.

**Section 3.03. Selection of Bonds to be Redeemed.** The Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, the Bonds shall be redeemed in such manner as the City shall determine, Bonds of less than a full Stated Maturity to be selected by lot in units of \$5,000.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond in the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Owner or the Owner's authorized agent shall present and surrender such Bond to the Bond Registrar:

(a) for payment of the Redemption Price (including the redemption premium, if any, and interest to the date fixed for redemption) of the \$5,000 unit or units of face value called for redemption; and

(b) for exchange, without charge to the Owner, for a new Bond(s) of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond.

If the Owner of any Bond of a denomination greater than \$5,000 shall fail to present such Bond as described above, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the amount called for redemption (and to that extent only).

Notwithstanding the provisions of the preceding paragraph, in the event of a partial redemption of the Bonds, the Securities Depository may, at its option, in lieu of surrendering such Bond, make an appropriate notation on the Bond certificate indicating the date and amounts of the reduction in the principal amount of such Bond (except in the case of the final Stated Maturity of such Bond, where the Bond certificate shall be presented to the City prior to payment).

**Section 3.04. Notice of Redemption.** In the event the City desires to call the Bonds for redemption prior to their Stated Maturity, unless waived by the Bond Registrar, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the date fixed for redemption or such lesser time period permitted by the Bond Registrar that enables the Bond Registrar to provide the Owners of the Bonds with the notice described in this Section. Unless waived by any Owner of Bonds to be redeemed, if the City shall call any Bonds for redemption and payment prior to the Stated Maturity, the City shall instruct the Bond Registrar to give written notice of its intention to call and pay the Bonds on a specified date, the same being described by Stated Maturity, such notice to be mailed by United States first class mail addressed to the Owners of the Bonds and to the Bond Insurer, if any, each of the notices to be mailed not less than 30 days prior to the date fixed for redemption. The City and Bond Registrar shall also give such additional notice as may be required by State law or regulations of the Securities and Exchange Commission in effect as of the date of such notice.

All official notices of redemption shall be dated and shall state:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (d) that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion called for redemption, and that interest shall cease to accrue from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price); and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which place of payment shall be the principal office of the Paying Agent.

The notice of redemption may be conditioned on the issuance by the City of a refunding obligation or the receipt of other funds necessary to redeem the Bonds.

During the time the Bonds are registered in the name of Cede & Co., the notice described in the immediately preceding paragraphs shall be delivered to the Securities Depository. The Securities Depository shall, in turn, notify its Participants. It is expected that the Participants, in turn, will notify or cause to be notified the Beneficial Owners of the Bonds. Any failure on the part of the Securities Depository, or failure on the part of a nominee of a Beneficial Owner of a Bond (having received notice from the City, a Participant or otherwise) to notify the Beneficial Owner of the Bonds so affected, shall not affect the validity of the redemption of such Bonds.

Prior to or simultaneously with any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds which are to be redeemed on that date. Upon surrender of such Bonds for redemption in accordance with the notice, such Bonds shall be paid by the Paying Agent at the Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as provided herein for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Paying Agent and shall not be reissued.

**Section 3.05. Effect of Call for Redemption.** Whenever any Bond is called for redemption and payment as provided in this Article, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the Redemption Price specified.

## **ARTICLE IV FORM OF THE BONDS**

**Section 4.01. Form of the Bonds.** The Bonds shall be printed in accordance with the format required by the Attorney General of the State and shall contain information substantially in the form set forth on *Exhibit A* to this Resolution or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 to 10-632, inclusive, as amended and supplemented.

## **ARTICLE V ESTABLISHMENT OF FUNDS AND ACCOUNTS**

**Section 5.01. Creation of Funds and Accounts.** Simultaneously with the issuance of the Bonds, there shall be created within the treasury of the City the following funds and accounts:

- (a) Improvement Fund for the City of Gardner, Kansas, General Obligation Bonds, Series 2021B (Taxable Under Federal Law); and
- (b) Principal and Interest Account for the City of Gardner, Kansas, General Obligation Bonds, Series 2021B (Taxable Under Federal Law).

**Section 5.02. Administration of Funds and Accounts.** The funds and accounts established herein shall be administered in accordance with the provisions of this Resolution so long as the Bonds are Outstanding.

## **ARTICLE VI APPLICATION OF BOND PROCEEDS AND OTHER PROCEEDS**

**Section 6.01. Disposition of Bond Proceeds.** The proceeds of the Bonds, upon issuance and delivery, shall be deposited as follows:

- (a) In the Principal and Interest Account, a sum equal to the accrued interest, if any, on the Bonds and any premium identified on *Exhibit B*; and
- (b) The balance of the proceeds of the Bonds shall be deposited in the Improvement Fund.

**Section 6.02. Application of Other Funds.** On or before the issuance of the Bonds, the City shall transfer proceeds of the Existing Notes, if any, and any special assessments that have been paid in cash to the Improvement Fund or pay such funds directly to the State Treasurer as the paying agent for the Existing Notes to pay the principal of and interest on the Existing Notes on August 27, 2021.

**Section 6.03. Withdrawals from the Improvement Fund.** The City Treasurer shall make withdrawals from the Improvement Fund solely for the purpose of paying the Authorized Costs of the Improvements, including the redemption of the Existing Notes and payment of the Costs of Issuance.

**Section 6.04. Surplus in the Improvement Fund.** All moneys remaining in the Improvement Fund after the completion of the Improvements and payment of all Authorized Costs of the Improvements shall be transferred immediately to the Principal and Interest Account.

**Section 6.05. Substitution of Improvements.** The City may elect to substitute or add other improvements pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State; (b) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Authorized Costs of the Substitute Improvement has been adopted by the Governing Body of the City; (c) the Attorney General of the State has approved an amendment to the transcript of proceedings for the Bonds to include the Substitute Improvement; and (d) the City has received an opinion of Bond Counsel to the effect that the use of the proceeds of the Bonds to pay the Authorized Costs of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law and the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

## **ARTICLE VII PAYMENT OF THE BONDS**

**Section 7.01. Application of Moneys in the Principal and Interest Account.** All amounts paid and credited to the Principal and Interest Account shall be expended and used by the City for the sole purpose of paying the principal of, premium, if any, and interest on the Bonds as and when the same become due and paying the usual and customary fees and expenses of the Paying Agent.

**Section 7.02. Transfer of Funds to Paying Agent.** The City Treasurer is authorized and directed to withdraw from the Principal and Interest Account and forward to the Paying Agent sums sufficient to pay both principal of, premium, if any, and interest on the Bonds as and when the same become due, and also to pay the charges made by the Paying Agent for acting in such capacity in the payment of principal and interest on the Bonds, and the charges shall be forwarded to the Paying Agent over and above the amount of the principal of, premium, if any, and interest on the Bonds. If, through the lapse of time, or otherwise, the Owners of Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent to return the funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

**Section 7.03. Surplus in Principal and Interest Account.** Any moneys or investments remaining in the Principal and Interest Account after the retirement of the indebtedness for which the Bonds were issued shall be transferred and paid into the Bond and Interest Fund of the City.

## **ARTICLE VIII DEPOSITS AND INVESTMENT OF FUNDS**

**Section 8.01. Deposits.** Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited and secured in accordance with State law.

**Section 8.02. Investments.** Moneys held in the funds and accounts created or established in conjunction with the issuance of the Bonds may be invested by the City in Authorized Investments, or in other investments allowed by State law, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created. All interest on any Authorized Investment held in any fund or account shall accrue to and become a part of such fund or account. In determining the amount held in any fund or account under the provisions of this Resolution, Authorized Investments shall be valued at their principal par value or at their then redemption value, whichever is lower.

## **ARTICLE IX DEFAULT AND REMEDIES**

**Section 9.01. Remedies.** The provisions of this Resolution, including the covenants and agreements contained herein, shall constitute a contract between the City and the Owners of the Bonds. The Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State;
- (b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

**Section 9.02. Limitation on Rights of Owners.** The covenants and agreements of the City contained in this Resolution and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of Stated Maturity and right of prior redemption as provided in this Resolution. No one or more Owners secured shall have any right in any manner whatever by such Owner's or Owners' action to affect, disturb or prejudice the security granted and provided for in this Resolution, or to enforce any right hereunder, except in the manner provided herein, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of such Outstanding Bonds.

**Section 9.03. Remedies Cumulative.** No remedy conferred upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other

remedy conferred. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the City and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## **ARTICLE X AMENDMENTS**

**Section 10.01. Amendments.** The City may from time to time, without the consent of or notice to any of the Owners, provide for amendment to the Bonds or this Resolution, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Resolution or Bonds or to make any other change not prejudicial to the Owners;
- (b) To grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners; or
- (c) To more precisely identify the Improvements.

The following modifications or amendments to the Bonds or this Resolution shall require the consent of 100% of the Owners of the Bonds:

- (a) The extension of the Stated Maturity of the principal of any of the Bonds, or the extension of any Interest Payment Date;
- (b) A reduction in the principal amount of any of the Bonds or the rate of interest on the Bonds; or
- (c) A reduction in the aggregate principal amount of the Bonds.

Amendments or modifications of the Bonds and this Resolution not listed above may be made at any time by the City with the written consent of the Owners of not less than 66.66% in aggregate principal amount of the Bonds at the time Outstanding.

**Section 10.02. Written Evidence of Amendments.** Every amendment or modification of a provision of the Bonds or of this Resolution to which the written consent of the Owners is given as above provided shall be expressed in a resolution of the City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or

modification, if any. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Owners of any Bond or prospective purchaser or Owners of any Bond authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

## **ARTICLE XI DEFEASANCE**

**Section 11.01. Defeasance.** When all or any part of the Bonds or scheduled interest payments shall have been paid and discharged, then the requirements contained and the pledge of the City's faith and credit and all other rights granted herein shall cease and determine. Bonds or scheduled interest payments shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or a bank located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of the Bonds, in trust for and irrevocably appropriated, moneys and/or United States Government Obligations, or other investments allowed by State law which, together with the interest to be earned on such United States Government Obligations, will be sufficient for the payment of the principal of the Bonds, the redemption premium thereon, if any there be, and/or interest accrued to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to their Stated Maturity (a) the City has elected to redeem such Bonds and (b) either notice of such redemption has been given or the City has given irrevocable instructions, or shall have provided an escrow agent to give irrevocable instructions to the Paying Agent to give such notice of redemption in compliance with Article III of this Resolution. Any moneys and United States Government Obligations which at any time shall be deposited with the Paying Agent or such bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds shall be and are assigned, transferred and set over to the Paying Agent or such bank in trust for the respective Owners of the Bonds, and such moneys shall be and are irrevocably appropriated to the payment and discharge thereof. All moneys and United States Government Obligations deposited with the Paying Agent or such bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

## **ARTICLE XII DISCLOSURE**

**Section 12.01. Preliminary Official Statement and Final Official Statement.** The City ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement. The Preliminary Official Statement is "deemed final" by the City except for the omission of certain information as provided in the SEC Rule. The City approves the form and content of any addenda, supplement, or amendment thereto utilized to prepare the Final Official Statement. The use of the Final Official Statement in the reoffering of the Bonds by the Original Purchaser is approved and authorized. The proper officials of the City are authorized to execute and deliver a certificate pertaining to the accuracy and adequacy of the information in the Preliminary Official Statement and the Final Official Statement.

**Section 12.02. Continuing Disclosure.** The City covenants and agrees to provide continuing disclosure as required by the SEC Rule and as set forth in the Continuing Disclosure Letter of Instructions attached to the Preliminary Official Statement and the Final Official Statement and made a part hereof by reference.

### **ARTICLE XIII MISCELLANEOUS PROVISIONS**

**Section 13.01. Succession of a Securities Depository.** In the event the Securities Depository resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the City receives written evidence, satisfactory to the City, with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation. The City, upon receipt of a book-entry Bond for cancellation shall cause the authorization and delivery of a book-entry Bond to the successor Securities Depository in appropriate denominations and form as provided in this Resolution. If the City makes the determinations or receives the notice described in Section 2.04 of this Resolution, the City shall cause the notices described in Section 2.04 to be delivered and issue Bonds as described in that Section.

**Section 13.02. Severability.** In case any one or more of the provisions of this Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, or of the Bonds appertaining thereto, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

**Section 13.03. Further Authority.** The Mayor, Finance Director, City Clerk and other officials of the City are further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution to make alterations, changes or additions in the agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 13.04. Governing Law.** This Resolution and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 13.05. Effective Date.** This Resolution shall take effect and be in full force from and after its adoption by the Governing Body of the City.

*(Remainder of Page Intentionally Left Blank)*

**ADOPTED** by the Governing Body of the City on August 2, 2021.

**SIGNED** by the Mayor on August 2, 2021.

**CITY OF GARDNER, KANSAS**

By \_\_\_\_\_  
Mayor

(Seal)

Attest:

\_\_\_\_\_  
City Clerk

**EXHIBIT A  
(FORM OF BOND)**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation, ("DTC"), to City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED  
NUMBER R-\_\_

REGISTERED  
\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF JOHNSON  
CITY OF GARDNER

GENERAL OBLIGATION BOND  
SERIES 2021B  
(TAXABLE UNDER FEDERAL LAW)

|                   |                   |                 |             |
|-------------------|-------------------|-----------------|-------------|
| Interest<br>Rate: | Maturity<br>Date: | Dated<br>Date:  | CUSIP:      |
| _____%            | October 1, ____   | August 26, 2021 | 365591 __ _ |

REGISTERED OWNER: Cede & Co. Tax Identification No. 132555119-0

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Gardner, in the County of Johnson, State of Kansas (the "City"), for value received, acknowledges itself to be indebted and promises to pay to the owner identified above or registered assigns (the "Owner"), as of the Record Dates as provided herein on the Maturity Date identified above, the Principal Amount identified above, and in like manner to pay interest on such Principal Amount at the rate of interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months), semiannually on April 1 and October 1 of each year, commencing April 1, 2022 (the "Interest Payment Dates"), until the Principal Amount is paid from the Dated Date hereof or the most recent Interest Payment Date to which interest has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date, upon presentation and surrender of this Bond at the office of the Treasurer of the State of Kansas,

Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the record date for such interest, which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding the Interest Payment Date (the “Record Dates”). Such interest shall be payable: (a) by check or draft mailed by the Paying Agent to the address of the Owner shown on the Bond Register; (b) at such other address as is furnished to the Paying Agent in writing by the Owner; or (c) in the case of an interest payment to any Owner that is a securities depository, by wire transfer to such Owner upon written notice given to the Paying Agent by such Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address (which shall be in the continental United States) to which such Owner wishes to have such wire directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of Bonds of the City designated “General Obligation Bonds, Series 2021B (Taxable Under Federal Law),” in an aggregate principal amount of \$2,185,000 (the “Bonds”) issued for the purposes set forth in the Ordinance of the City authorizing the issuance of the Bonds and the Resolution of the City prescribing the form and details of the Bonds (jointly, the “Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including, but not limited to, K.S.A. 12-6a01 *et seq.*, as amended and supplemented, and all other applicable provisions of the laws of the State of Kansas. The Bonds constitute general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City, with the balance payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

**Optional Redemption.** At the option of the City, Bonds maturing on October 1, 2031, and thereafter, may be called for redemption and payment prior to maturity on October 1, 2030, or thereafter at any time, in whole or in part (selection of Bonds to be designated by the City in such equitable manner as it may determine), at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

**Sinking Fund Redemption.** The Bonds maturing on October 1, 2033, October 1, 2036, October 1, 2038 and October 1, 2041 (the “Term Bonds”) shall also be subject to mandatory redemption and payment pursuant to the redemption schedule in the Resolution, at the principal amount, plus accrued interest to the date fixed for redemption and payment, without premium. The City agrees to redeem the Term Bonds in the principal amounts and at the times set forth in the Resolution.

Whenever the City is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than \$5,000, if less than all of the Bonds then outstanding are to be called for redemption, treat each \$5,000 of face value of each such fully registered Bond as though it were a separate Bond in the denomination of \$5,000.

If any Bonds are called for redemption and payment prior to maturity, the City shall instruct the Bond Registrar to give written notice of its intention to call and pay such Bonds on a specified date, the same being described by maturity, this notice to be mailed by United States first class mail addressed to the Owners of the Bonds, each of these notices to be mailed not less than 30 days prior to the date fixed for redemption. All Bonds so called for redemption and payment as described above shall cease to bear interest from and after the date for which such call is made, provided funds are available for the payment of such Bonds at the price specified.

The Bonds are issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. This Bond may be transferred or exchanged, as provided in the Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar executed by the Owner, or the Owner's authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution and upon payment of the charges prescribed therein. The City, the Paying Agent and the Bond Registrar may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, and interest due and for all other purposes, and the City, the Paying Agent and the Bond Registrar shall not be affected by any notice to the contrary. The City shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks.

The City and the Bond Registrar shall not be required: (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest (as defined in the Resolution) and ending at the close of business on the date fixed for the payment of Defaulted Interest.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the City, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its seal to be affixed to or imprinted on, and this Bond to be dated the Dated Date shown herein.

**CITY OF GARDNER, KANSAS**

(Seal) By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**CERTIFICATE OF CITY CLERK**

STATE OF KANSAS                    )  
  ) SS.  
COUNTY OF JOHNSON            )

I, the City Clerk of the City of Gardner, Kansas, certify that this Bond has been registered in my office according to law as of August 26, 2021.

WITNESS my hand and official seal.

(Seal) By \_\_\_\_\_  
City Clerk

## **CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Bond is one of a series of General Obligation Bonds, Series 2021B (Taxable Under Federal Law), of the City of Gardner, Kansas, described in the within-mentioned Resolution.

Registration Date \_\_\_\_\_

OFFICE OF THE STATE TREASURER  
TOPEKA, KANSAS,  
as Bond Registrar and Paying Agent

By \_\_\_\_\_

Registration Number \_\_\_\_\_

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### **CERTIFICATE OF STATE TREASURER OFFICE OF THE TREASURER, STATE OF KANSAS**

I, LYNN W. ROGERS, Treasurer of the State of Kansas, do certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in my office, and that this Bond was registered in my office according to law on \_\_\_\_\_.

WITNESS my hand and official seal.

By \_\_\_\_\_  
Treasurer of the State of Kansas

(Seal)

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## BOND ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto

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(Print or Type Name, Address and Social Security Number or  
other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the books kept by the Paying Agent for the registration, with full power of substitution in the premises.

Dated: \_\_\_\_\_

---

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

---

(Name of Eligible Guarantor Institution)

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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**EXHIBIT B**  
**ADDITIONAL TERMS OF THE BONDS**

**Definitions.** The following terms defined in the Resolution shall have the meanings ascribed below.

**“Ordinance”** means Ordinance No. 2713 of the City authorizing the issuance of the Bonds.

**“Original Purchaser”** means Commerce Bank, Kansas City, Missouri, the original purchaser of the Bonds.

**“Purchase Price”** for the Bonds shall be the par value of the Bonds plus accrued interest, if any, to the date of delivery, plus a net premium of \$27,654.45.

**“Term Bonds”** shall mean the 2033 Term Bonds, the 2036 Term Bonds, the 2038 Term Bonds, and the 2041 Term Bonds.

**“2033 Term Bonds”** shall mean the Bonds maturing in the year 2033.

**“2036 Term Bonds”** shall mean the Bonds maturing in the year 2036.

**“2038 Term Bonds”** shall mean the Bonds maturing in the year 2038.

**“2041 Term Bonds”** shall mean the Bonds maturing in the year 2041.

**Maturity Schedule.** All of the Bonds shall become due on the Stated Maturities, and shall bear interest at the rates per annum as follows:

**SERIAL BONDS**

| <b>Stated<br/>Maturity<br/>October 1</b> | <b>Principal<br/>Amount</b> | <b>Interest<br/>Rate</b> |
|--|-----------------------------|--------------------------|
| 2022                                     | \$85,000                    | 2.00%                    |
| 2023                                     | 90,000                      | 2.00                     |
| 2024                                     | 95,000                      | 2.00                     |
| 2025                                     | 95,000                      | 2.00                     |
| 2026                                     | 100,000                     | 2.00                     |
| 2027                                     | 100,000                     | 2.00                     |
| 2028                                     | 100,000                     | 2.00                     |
| 2029                                     | 105,000                     | 2.00                     |
| 2030                                     | 105,000                     | 2.00                     |

## TERM BONDS

| <b>Stated Maturity<br/>October 1</b> | <b>Principal<br/>Amount</b> | <b>Interest<br/>Rate</b> |
|--------------------------------------|-----------------------------|--------------------------|
| 2033                                 | \$330,000                   | 2.00%                    |
| 2036                                 | 350,000                     | 2.00                     |
| 2038                                 | 245,000                     | 2.00                     |
| 2041                                 | 385,000                     | 2.25                     |

The 2033 Term Bonds shall also be subject to mandatory redemption and payment on October 1, 2031, or on any Stated Maturity thereafter, pursuant to the redemption schedule set out below, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the following principal amounts of the 2033 Term Bonds in each of the following years:

| <b>Principal<br/>Amount</b> | <b>Payable<br/>October 1</b> |
|-----------------------------|------------------------------|
| \$110,000                   | 2031                         |
| 110,000                     | 2032                         |
| 110,000                     | 2033*                        |

\*Final Maturity.

The 2036 Term Bonds shall also be subject to mandatory redemption and payment on October 1, 2034, or on any Stated Maturity thereafter, pursuant to the redemption schedule set out below, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the following principal amounts of the 2036 Term Bonds in each of the following years:

| <b>Principal<br/>Amount</b> | <b>Payable<br/>October 1</b> |
|-----------------------------|------------------------------|
| \$115,000                   | 2034                         |
| 115,000                     | 2035                         |
| 120,000                     | 2036*                        |

\*Final Maturity.

The 2038 Term Bonds shall also be subject to mandatory redemption and payment on October 1, 2037, or on any Stated Maturity thereafter, pursuant to the redemption schedule set out below, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the following principal amounts of the 2038 Term Bonds in each of the following years:

| <b>Principal<br/>Amount</b> | <b>Payable<br/>October 1</b> |
|-----------------------------|------------------------------|
| \$120,000                   | 2037                         |
| 125,000                     | 2038*                        |

\*Final Maturity.

The 2041 Term Bonds shall also be subject to mandatory redemption and payment on October 1, 2039, or on any Stated Maturity thereafter, pursuant to the redemption schedule set out below, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the following principal amounts of the 2041 Term Bonds in each of the following years:

| <b>Principal<br/>Amount</b> | <b>Payable<br/>October 1</b> |
|-----------------------------|------------------------------|
| \$125,000                   | 2039                         |
| 130,000                     | 2040                         |
| 130,000                     | 2041*                        |

\*Final Maturity.

**Premium.** The amount of premium on the Bonds, if any, to be deposited in the Principal and Interest Account is \$0.

## COUNCIL ACTION FORM

## NEW BUSINESS ITEM NO. 5

**MEETING DATE:** AUGUST 2, 2021

**STAFF CONTACT:** KELLEN HEADLEE, PUBLIC WORKS DIRECTOR

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**Agenda Item:** Consider adopting a resolution approving the 2022-2026 County Assistance Road System Program

**Strategic Priority:** Infrastructure and Asset Management  
Quality of Life  
Fiscal Stewardship

**Department:** Public Works

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**Staff Recommendation:**

Staff recommends adopting a resolution approving the 2022 - 2026 County Assistance Road System Program for road improvements within the City of Gardner, Kansas.

**Background/Description of Item:**

The City must prepare a five (5) year plan for the County Assistance Road System (CARS) program and submit it to the County annually to be considered for funding. If approved by the County, CARS funding can be used for up to 50% of the construction costs on the arterial road system. The attached resolution adopts the CARS plan, which has been summarized below:

| <u>Year</u> | <u>Project</u>   | <u>Total Cost</u> | <u>CARS Request</u> |
|-------------|--|-------------------|---------------------|
| 2022        | 167 <sup>th</sup> Street, Center to Moonlight                    | \$709,000         | \$318,850           |
| 2023        | Moonlight Road Rehabilitation, I-35 Overpass to Buffalo Trail St | \$490,000         | \$215,000           |
| 2024        | Center Street Reconstruction, Main Street to 167th Street        | \$1,580,000       | \$760,000           |
| 2025        | Gardner Road Reconstruction, 199 <sup>th</sup> St to I-35        | \$4,000,000       | \$1,725,000         |
| 2026        | Waverly Road, Madison to 167 <sup>th</sup> Street                | \$3,900,000       | \$1,775,000         |

Only the 2022 project submittals are considered for funding by the County. Projects submitted for 2023-2026 are considered for planning purposes only. These projects can change as City and County priorities and funding change.

Staff recommends submitting the 167<sup>th</sup> Street, Center to Moonlight project as the City's 2022 project request. The project is one mile long and will primarily consist of crack repairs, base repairs, asphalt mill and overlay, and ditch grading.

County Public Works staff will review all CARS requests and will develop program recommendations for consideration by the Board of County Commissioners later this year.

**Financial Impact:**

The total estimated 167<sup>th</sup> Street, Center to Moonlight project cost is \$709,000. If the funding request is approved by the County, the City's portion of the cost will be \$390,150. The project is budgeted in the Special Highway Fund.

**Attachments included:**

- Resolution No. 2091
- CARS application, Form A

**Suggested Motion:**

Adopt Resolution No. 2091, a resolution approving a five-year program for road improvements for 2022-2026 within the City of Gardner, Kansas

## RESOLUTION NO. 2091

### A RESOLUTION APPROVING A FIVE-YEAR PROGRAM FOR ROAD IMPROVEMENTS FOR 2022-2026 WITHIN THE CITY OF GARDNER, KANSAS.

**WHEREAS**, the Board of County Commissioners of Johnson County Kansas has established by resolution a County Assistance Road System (CARS) program, and

**WHEREAS**, the Board of County Commissioners requires each participating City to establish a five-year program for proposed improvements to roads eligible under the CARS program, and

**WHEREAS**, certain roads eligible for funding under the program fall within the City Limits of Gardner, Kansas;

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS,**

**SECTION ONE**; that the Governing Body of the City of Gardner, Kansas, has hereby reviewed and approved the following roads for inclusion in the CARS program:

| <u>Year</u> | <u>Project</u>  | <u>Total<br/>Project Cost</u> |
|-------------|---|-------------------------------|
| 2022        | 167 <sup>th</sup> Street, Center to Moonlight                         | \$709,000                     |
| 2023        | Moonlight Road Rehabilitation, I-35 Overpass to Buffalo Trail St      | \$490,000                     |
| 2024        | Center Street Reconstruction, Main Street to 167 <sup>th</sup> Street | \$1,580,000                   |
| 2025        | Gardner Road Reconstruction, 199 <sup>th</sup> St to I-35             | \$4,000,000                   |
| 2026        | Waverly Road, Madison to 167 <sup>th</sup> Street                     | \$3,900,000                   |

ADOPTED by the City Council this 2nd day of August, 2021.

SIGNED by the Mayor this 2nd day of August, 2021.

CITY OF GARDNER, KANSAS

(SEAL)

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Steve Shute, Mayor

Attest:

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Sharon Rose, City Clerk

**CARS Form A**  
**2022-2026 Project Application for the**  
**County Assistance Road System (CARS) Program**

*Submit one form for each project.*

*Return by April 28, 2021*

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|  |                                      |                                  |
|--|--------------------------------------|----------------------------------|
| Submitting city  | City priority ranking                |                                  |
| Project location   |                                      |                                  |
| Joint project with                                       | Administering city                   |                                  |
| Contact name and title                                   |                                      |                                  |
| Estimated project schedule: Start date (mm/yy)           | Completion date (mm/yy)              |                                  |
| Current Average Daily Traffic (ADT)                      | Year                                 | Accident history (Prior 3 years) |
| Project type   | Sufficiency rating (bridge projects) |                                  |
| Level of Service (LOS) [System Management projects only] | _____                                | Pavement condition               |

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Description of existing infrastructure/deficiencies (If it is a street, include the number of lanes, pavement width, pavement type, and other infrastructure to be improved/replaced.)

Description of proposed improvements (If it is a street, include the number of lanes, pavement width, pavement type, and other infrastructure to be improved/ replaced.)

**Total Project Cost Calculation**

|   |                          |
|---|--------------------------|
|   | Design                   |
|   | Right-of-way acquisition |
|   | Utility relocation       |
|   | Other project costs      |
|   | Construction             |
| Construction engineering (including testing services) |                          |
| Total Project Cost                                    | _____                    |

**Net CARS Eligible Cost Calculation**

|                                       |   |
|---------------------------------------|---|
| Total reimbursable project cost       | Construction+Construction engineering<br>from above |
| Federal Aid funding                   |   |
| State Aid funding                     |   |
| Other non-Johnson County-city funding |   |
| Net CARS eligible costs               | _____   |

**CARS FUNDING REQUEST:**

NOTE: CARS funding request must be equal to or less than 50% of the Net CARS Eligible Costs above.

**Funding participation by other**  
**Johnson County Cities**

City name:  
City name:

Funding:  
Funding:

# City of Gardner, KS

## Council Actions

August 2, 2021

The City Council took the following actions at the August 2, 2021, meeting:

1. Heard a presentation on 2021 Gardner Fireworks Survey Results
2. Approved the minutes as written for the regular meeting on July 19, 2021. (Passed unanimously)
3. Approved City expenditures prepared July 16, 2021 in the amount of \$919,367.05; July 16, 2021 in the amount of \$7,899.42; and July 23, 2021 in the amount of \$1,095,961.20. (Passed unanimously)
4. Authorized the City Administrator to purchase one (1) laptop, one (1) universal dock, and one (1) monitor not to exceed \$4,753.98. (Passed unanimously)
5. Authorized the City Administrator to execute a contract with Ford Hall Company for Kill Creek WRRF Clarifier Improvements in an amount not to exceed \$33,920.00. (Passed unanimously)
6. Authorized the City Administrator to execute payment to the Southwest Johnson County Economic Development Corporation in the amount of \$30,000 for marketing services. (Passed unanimously)
7. Adopted Ordinance No. 2712, an ordinance authorizing the issuance and delivery of \$4,710,000 principal amount of General Obligation Refunding and Improvement Bonds, Series 2021A, of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due. (Passed unanimously)
8. Adopted Resolution No. 2089, a resolution prescribing the form and details of and authorizing the delivery of \$4,710,000 principal amount of General Obligation Refunding and Improvement Bonds, Series 2021A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City. (Passed unanimously)
9. Adopted Ordinance No. 2713, an ordinance authorizing the issuance and delivery of \$2,185,000 principal amount of General Obligation Bonds, Series 2021B (taxable under Federal law), of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due. (Passed unanimously)
10. Adopted Resolution No. 2090, a resolution prescribing the form and details of and authorizing the delivery of \$2,185,000 principal amount of taxable General Obligation Bonds, Series 2021B (taxable under Federal law), of the City of Gardner, Kansas, previously authorized by an ordinance of the City. (Passed unanimously)
11. Adopted Resolution No. 2091, a resolution approving a five-year program for road improvements for 2022-2026 within the City of Gardner, Kansas. (Passed unanimously)
12. Entered into executive session to discuss matters of attorney-client privilege related to proposed development projects for 30 minutes.
13. Entered into executive session to discuss matters of attorney-client privilege related to proposed development projects for 15 minutes.